

**SCHEDULE 20
LANDS**

PART A – DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

1.1 For the purposes of the Project Agreement, including but not limited to this Schedule 20, the following terms have the following meanings. Any capitalized term not defined in this Schedule 20 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 DB Co in accordance with Section 8 of this Schedule 20 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 licence described in Section 16.1 of the Project Agreement in accordance with Section 16.7 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) or Highway Corridor Lands (HCL), the date(s) specified in required permits, approvals or authorizations as described in Section 5 of this Schedule 20 and in Schedule 35 – 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 DB Co in accordance with Section 16.1 of the Project Agreement;

- (d) **“Existing LRT Infrastructure 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 Existing Infrastructure or Stage 1 Connection Infrastructure comprised of light rail transit system infrastructure and/or related infrastructure which is, has been or will be designed, constructed, operated and/or maintained by RTG and/or the RTG Parties is located. Existing LRT

Infrastructure Lands do not form part of the “Lands” except to the extent that they are also included in the Lands Table;

- (e) **“Highway Corridor Lands”** means lands forming part of the controlled access highways known as Highway 417 and Highway 416 and owned by the MTO which are designated **“HCL”** in the column marked **“Restrictions and Requirements”** in the Lands Table;
- (f) **“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 20, and over which the City is granting to DB Co a non-exclusive license, right of use and access in accordance with Section 16.1 of the Project Agreement;
- (g) **“Lands Table”** means the table in Part B of this Schedule 20;
- (h) **“Optional Lands”** means property identified by DB Co during the procurement process which DB Co requested be included in the Lands, which the City agreed to make available to proponents and which DB Co requested be included in the Lands subject to the provisions of Section 8.2 with necessary amendments as described in Section 8.3 of this Schedule 20.
- (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 MTO Infrastructure Lands”** means property forming part of the Lands and designated **“NMTOI”** in the column marked **“Permitted Use”** in the Lands Table representing the location where New MTO Infrastructure is to be constructed or installed in accordance with Schedule 15 – Output Specifications.
 - (ii) **“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;
 - (iii) **“System Infrastructure Lands”** means property forming part of the Lands and designated **“SI”** 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;
 - (iv) **“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;
 - (v) **“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

- (vi) **“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, New Municipal Infrastructure, and/or New MTO 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) **“Property Request Plan”** or **“PRP”** means a diagram defining the extent, limits and/or approximate boundaries of property; and,
- (k) **“Third Party Access Agreements”** means the agreements, including Standard Agreements, listed or described in Section 4.1 of this Schedule 20.

2. TERM

2.1 The term of the non-exclusive licence to any parcel forming part of the Lands granted to DB Co by the City in accordance with Section 16.1 of the Project Agreement shall 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;
- (b) the applicable Final Completion Date; and
- (c) 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 DB 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 rock bolts, rock dowels, tie backs, soldier piles or secant piles 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 5.1 of this Schedule 20 and Schedule 35 with respect to the use of City Road Allowance Lands, DB Co may:

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

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

(C) 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) Subject to the requirements of Section 5.2 of this Schedule 20 and Schedule 35 with respect to the use of Highway Corridor Lands, DB Co may install rock bolts and rock dowels within Highway Corridor Lands for the purposes of providing temporary subterranean support of excavation irrespective of whether the Highway Corridor Lands required for these purposes are described in the Lands Table or in the PRPs.

(iii) In addition to Section 3.4(i)(B) which permits the installation of temporary excavation supports such as rock bolts, rock dowels, tie backs, soldier piles and secant piles within City Road Allowance Lands, such supports may also be installed in accordance with a licence acquired by DB Co on its own behalf in accordance with Section 16.7(c) of the Project Agreement or by the City in accordance with Section 8 of this Schedule 20.

- (iv) 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 5.1 and 5.2 of this Schedule 20 and Schedule 35 with respect to the use of City Road Allowance Lands and Highway Corridor Lands, DB Co may undertake Utility Works within System Infrastructure Lands, City Road Allowance Lands, Highway Corridor Lands or in accordance with the terms of an existing easement in favour of the relevant Utility Company.
- (v) Utility Works will not be permitted on property other than System Infrastructure Lands, City Road Allowance Lands, Highway Corridor 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 DB Co or by the City.
- (vi) New easements for Utility Works contemplated in Section 3.4(v) above shall be acquired by DB Co in accordance with Section 16.7(c) of the Project Agreement or by the City as Additional Property Interests in accordance with Section 8 of this Schedule 20, the costs of which acquisitions are to remain to DB Co's sole account not to be recovered through any Cash Allowance.
- (vii) Notwithstanding Section 3.4 (vi) above, the following exceptions to the provisions of Section 8 of this Schedule 20 shall apply to requests for Additional Property Interests made by DB Co with respect to new easements for Utility Company Self-Performed Works which are required solely as a result of Utility Agreements for Utility Company Self-Performed Work approved by the City in accordance with Section 11.29 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 DB Co to the City of the materials described in Section 8.1(b), the City shall provide to DB 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 DB Co undertakes, in accordance with Sections 3.4(i), 3.4(ii) 3.4(iii), 3.4(iv), and/or 3.4(v) above, any Works, Utility Company Self-Performed Work or traffic management on lands comprising City Road Allowance Lands, Highway Corridor Lands, or in accordance with the terms of a licence or easement acquired by DB Co pursuant to Section 16.7(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 DB 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 DB Co and DB Co Parties on such lands.

4. RESTRICTIONS AND REQUIREMENTS

4.1 In addition to any other restriction or requirement contained in the Project Agreement, including this Schedule 20 and Schedule 15- Output Specifications and Schedule 16 - Encumbrances, DB Co’s access to and use of the Lands for the purposes of the Construction Activities 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) “[REDACTED] Lease Terms” designates property, the use of which is subject to the terms and conditions of a lease between [REDACTED] and the City of Ottawa a copy of which is located in a file folder titled “Agreements” and located in the Data Room;
- (b) “Algonquin College Terms” designates property, the use of which is subject to the terms and conditions of the agreement between the City and Algonquin College a copy of which is located in a file folder titled “Agreements” and located in the Data Room;
- (c) “Existing LRT Infrastructure Lands Constraints” designates property which includes, abuts or is in close proximity to Existing System Infrastructure Lands where coordination with RTG and/or the RTG Parties may be required in accordance with the Interface Agreement and the terms of this Project Agreement;
- (d) “HONI Terms” designates property forming part of an electricity transmission or distribution corridor. The use of such lands may be subject to approvals pursuant to the provincial secondary land use program jointly administered by Infrastructure Ontario and Hydro One Networks Inc. and is also subject to the terms and conditions of a Standard Agreement comprising a grant of an easement or licence, by Her Majesty the Queen in right of Ontario as represented by the Ontario Infrastructure Lands Corporation to the City, to construct, use and maintain infrastructure within lands forming part of an electricity transmission or distribution corridor or to make temporary use of such lands for the purpose stipulated in the grant of easement or licence;
- (e) “[REDACTED] Terms” designates property, the use of which is subject to the terms and conditions of the agreement between the City and [REDACTED] a copy of which is located in a file folder titled “Agreements” and located in the Data Room;
- (f) “MTO Terms” designates property, the use of which is subject to the terms and conditions of a Standard Agreement comprising an encroachment permit granted by the MTO to the City with respect Highway Corridor Lands;
- (g) “NCC Terms & Conditions” designates property, the use of which is subject to the terms and conditions of agreements between the City and the National Capital Commission copies of which

are located in a file folder titled “Agreements” and located 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) **“Parkland Improvement Works”** designates property to be improved with New Municipal Infrastructure being constructed by DB Co for the benefit of the National Capital Commission in accordance with Schedule 15 – Output Specifications and NCC Terms and Conditions;
- (i) **“[REDACTED] Terms”** designates property, the use of which is subject to the terms and conditions of the agreement between the City and [REDACTED] a copy of which is located in a file folder titled “Agreements” and located in the Data Room;
- (j) **“PWGSC Terms”** designates property, the use of which is subject to the terms and conditions of the 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 a file folder titled “Agreements” and located in the Data Room;
- (k) **“SOD Parcel”** designates property which has been identified by the City as a property where station oriented development is expected and where the City will provide opportunities for real estate development immediately above and/or integrated with a rail transit station, including but not limited to the sale of air rights above a rail transit station; and,
- (l) **“Stratified Parcel”** designates property having both horizontal and vertical boundaries.

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 All of the agreements referred to in Section 4.1 above, including the Standard Agreements, shall be treated, for the purposes of Section 17 of the Project Agreement and for the purpose of Schedule 16 – Encumbrances, as Encumbrances of which DB 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 into the Project Agreement, DB Co shall be deemed to have reviewed each of the Third Party Access Agreements 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 Construction Activities.

4.3 Notwithstanding Section 4.2 above, to the extent that any of the agreements listed in Section 4.1 provide for the payment of a purchase price, licence 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, licence fee, rent, or other consideration shall be paid by the City and not by DB Co, except to the extent that such purchase price, licence 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(vii) of this Schedule 20.

4.4 STANDARD AGREEMENTS

(a) For certain parts of the Lands the City will enter into easement, licence, 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, licence 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 17 of the Project Agreement and for the purpose of Schedule 16 – Encumbrances, as though DB Co had knowledge of such agreements prior to Financial Close. This Section 4.4 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 DB Co in performing the Construction Activities, create additional material obligations or liabilities for DB Co, or cause a material increase in cost to DB 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 20 shall apply unless the Additional Property Interest is acquired subject to the exception described in Section 3.4(vii) of this Schedule 20.

5. USE OF CITY ROAD ALLOWANCE LANDS, HIGHWAY CORRIDOR LANDS AND TRANSMISSION CORRIDOR LANDS

5.1 City Road Allowance Lands

The use of City Road Allowance Lands or any part thereof by DB Co, including but not limited to the term of such use and the date upon which DB 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 DB Co in accordance with Schedule 35 – Permits, Licenses, Approvals and Agreements.

5.2 Highway Corridor Lands

The use of Highway Corridor Lands by DB Co, including but not limited to the term and extent of such use and the date upon which DB Co may commence any Construction Activities on the Highway Corridor Lands is subject to MTO Terms including the requirement for DB Co to obtain from the MTO authorization to access the Highway Corridor Lands in accordance with the process established by the MTO.

5.3 Electricity Transmission/Distribution Corridor Lands

The use by DB Co of lands designated as being subject to HONI Terms, including but not limited to the term and extent of such use and the date upon which DB Co may commence any Construction Activities on such lands, is subject to HONI Terms including the requirement for approvals under the provincial secondary land use program as described in Schedule 35.

6. REPORT CARD PROCEDURE – TEMPORARY USE LANDS

Without altering DB 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 18.2 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**”, DB Co shall comply with the protocol described in this Section 6.

6.1 Report Card

Following the completion by DB 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, DB Co shall submit to the City, as part of the Monthly Environmental Report required pursuant to Section 3.9(b) of Schedule 17 – Environmental Obligations, a summary report card in the form attached in Part C of this Schedule 20 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 DB Co if the City, has an objection to the information contained in, or the steps taken by DB Co as set out in the Report Card, or requires additional environmental investigations in accordance with Section 18.2 of the Project Agreement and/or Schedule 17 – Environmental Obligations.

6.3 Remediation and Reinstatement

The remediation of any Contamination and/or reinstatement of any property which DB Co is required to undertake in accordance with Section 18.2 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 DB Co contained in the Project Agreement, DB 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 reference 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 DB Co's obligations pursuant to Section 18.2 of the Project Agreement.

8. ADDITIONAL PROPERTY INTERESTS

8.1 Requests for Additional Property Interests

The following provisions shall be in addition to Section 16.7 of the Project Agreement governing requests for Additional Property Interests by DB Co.

- (a) The City will only consider requests for Additional Property Interests:
 - (i) During the sixty (60) day period commencing three (3) months following Financial Close (the “**First Additional Property Interests Request Period**”);
 - (ii) During the sixty (60) day period commencing twelve (12) months following Financial Close (the “**Second Additional Property Interests Request Period**”);
 - (iii) During the sixty (60) day period commencing twenty four (24) months following Financial Close (the “**Third Additional Property Interests Request Period**”); and,
 - (iv) During the sixty (60) day period commencing thirty-six (36) months following Financial Close (the “**Final Additional Property Interests Request Period**”).
- (b) Every request for Additional Property Interests submitted by DB Co shall:
 - (i) include a Property Request Plan prepared by DB Co at DB 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 DB Co's reasons for requesting the Additional Property Interest and provide a drawing or sketch describing the horizontal and vertical dimensions of any System Infrastructure, New MTO Infrastructure, New Municipal Infrastructure and/or other infrastructure to be installed and/or constructed by DB 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) DB 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 [REDACTED] Dollars, (\$[REDACTED]); and,
 - (ii) For each Additional Property Interest requested following the First Additional Property Interests Request Period, a fee of [REDACTED] Dollars, (\$[REDACTED]).
- (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 DB Co that it has elected not to consider the request or shall deliver to DB 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 DB Co's obligations in Section 8.2(c).
- (e) DB 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, DB 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 DB 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 DB 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, DB 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 DB Co does not issue the confirmation described in Section 8.1(g)(ii) within such 15 Business Days, then, the request for Additional Property Interests shall be deemed to have been withdrawn. If DB Co does issue the confirmation described in Section 8.1(g)(ii) 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 DB 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 non-exclusive licence granted to DB Co in accordance with Section 16.1 of the Project Agreement.
- (c) DB 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 4.8 of the Project Agreement, to set off any such costs and expenses against any amounts otherwise due to DB 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 18.2, 18.3, and 18.4 of the Project Agreement, DB 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. DB Co may request the opportunity to undertake additional investigations with respect any Additional Property Interest and, if such additional investigations are undertaken, DB 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 DB Co pursuant to this Section 8.2(d), the City shall notify DB Co that it is unable to obtain the required consent, in which case DB 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 17 of the Project Agreement and for the purpose of Schedule 16 – Encumbrances, as Encumbrances of which DB 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 DB 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 DB Co, DB 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 DB Co shall be deemed to have accepted the terms of the agreement or amending agreement.
- (f) DB 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.

8.3 The provisions of Section 8.2 above shall apply with necessary amendments to the acquisition of Optional Lands by the City with the exception that Section 8.2(b) shall not apply and, while Section 8.2(a) shall apply, the City shall be required to use all reasonable efforts to secure the Optional Lands.

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 licence, 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

[REDACTED]

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 DB 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) All applicable Property Request Plan(s) together 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