

Appendix 1

*Note: The following tables have been prepared with input from Borden Ladner Gervais LLP, the City of Ottawa’s external legal counsel for land assembly for the Stage 2 Light Rail Transit Project.

National Capital Commission Stage 2 Transfer Agreements

OVERVIEW OF STRUCTURE AND CONTENT

There are two Stage 2 Transfer Agreements (the “**Agreement(s)**”) between the National Capital Commission (“**NCC**”) and the City of Ottawa (“**City**”) with respect to the Trillium Line and Confederation Line extensions. These Agreements are in addition to and consistent with the Memorandum of Understanding entered into by the City and the NCC on March 6, 2015 and the Agreement in Principle entered into by the City and the NCC on May 10, 2016 (the “**AIP**”) and previously reported to Council.

This document is intended to provide a summary of material terms of the Agreements, but does not describe all the terms of the Agreements.

Material Term	Description
Conditions Precedent	The Agreements will become effective and are conditional upon the following (the “ Unconditional Date ”): <ul style="list-style-type: none">• The NCC obtaining all necessary external and internal approvals; and• The City obtaining all necessary approvals; and• The City entering into a binding agreement for the construction of the Stage 2 LRT Project.
Land Access Permit	The NCC will not unreasonably withhold or delay its approval to grant a land access permit to the City, its contractors, employees and/or agents for the purposes of entering onto and accessing lands owned by the NCC so that the City may conduct investigations and inspections of the lands prior to the Term Commencement Date of the Licence of Occupation.
Federal Land Use and Transaction Approvals (FLUDTAs)	Portions of the Southern, Western and Eastern Extension (the “ Extensions ”) on federal lands are subject to Federal Land Use and Transaction Approvals (FLUDTAs). The Agreements contain a framework for the Parties to work together towards obtaining FLUDTAs for various elements of the Stage 2 LRT Project.
Licence of Occupation	The NCC will grant the City a Licence of Occupation over the Licenced Lands (in the form attached in

Material Term	Description
(LOO)	<p>Schedule “D” of the Agreements) for a term commencing on the Term Commencement Date and expiring on the Term Expiry Date. The Licenced Lands have been divided into multiple Sites which are further subdivided into Parcels to accommodate differing Term Commencement Dates and Term Expiry Dates.</p> <p>The Term Commencement Dates are triggered by the City notifying the NCC of the commencement dates it requires for each Site within six months of the City entering into an agreement with the successful proponent to construct the Extensions.</p> <p>The Term Expiry Date of each parcel of land specified in the Term Notification Notice will be the date specified in the Term Notification Notice or the earlier of the following:</p> <ul style="list-style-type: none"> (a) For parcels of lands which are part of the temporary interests (the “Temporary Interests”), the date that the City vacates the relevant parcel of Temporary Interests. (b) For parcels of lands which are part of the permanent interests of which the NCC is conveying an easement or fee simple interest (the “Permanent Interests”), the date on the transfer of the Permanent Interest relating to the relevant Parcel is registered. <p>The City will pay the NCC an estimated licence fee (the “Estimated License Fee”) plus sum equivalent to all applicable taxes for all Licensed Lands based on the Base Unit and specified area required for the Trillium Line, calculated in accordance with the Agreement (identified in Schedule “B” of the Agreement) for a 4 year term. The Estimated Licence Fee for the Licenced Lands required for the Confederation Line will be calculated in the same manner for a 5 year term. The Estimated Licence Fee will be held in escrow until the Unconditional Date. There is provision for the Estimated Licence Fee to be adjusted to reflect the confirmed duration of the Term. No Licence Fee is payable in respect of any Permanent Interests. The Licence Fees for the Bus Detouring Lands are calculated on the basis of a fixed annual sum.</p>
Iris Street Detour	<p>The Iris Detour Lands (“IDL”) are required to use and operate a public road and detour traffic during the construction of a bridge over the light rail transit corridor at Iris Street. The construction of the public road on these IDL is subject to the Licence of Occupation (“LOO”).</p> <p>NCC will grant the City a vacant land lease for a term of 5 years less a day (the “Lease”) over the IDL.</p> <p>The City is responsible for all costs associated with the preparation and registration of all required surveys, reference plans, instruments and by-laws to establish the LROL as a common and public</p>

Material Term	Description
	highway.
Reinstatement Obligations	<p>The City is required to reinstate the Temporary Interests to a reasonable state and condition having regard to the Baseline Condition reports of the Temporary Interests.</p> <p>As part of its reinstatement obligations, the City must submit a Report Card (in the form attached in the Agreement) for each Temporary Interest to be returned to the NCC.</p>
Indemnities	The Licences, Easements and Agreement contain indemnities in favour of the NCC relating to the use and occupation of the NCC Lands by the City and those authorised by the City.
Transfers of Fee Simple Lands	The NCC will convey and transfer the Fee Simple Lands (Gladstone Site) identified in the Agreements according to agreed upon terms and conditions on the Closing Date.
Transfer of Easement	<p>On the Closing Date, the NCC will transfer to the City the following easements for a term of 99 years commencing on the date that the City first commenced occupation of the relevant lands:</p> <ul style="list-style-type: none"> (a) Non-stratified LRT Easement (b) MUP Easement (c) Rideau River Pedestrian Bridge (d) Stratified LRT Easement (Tunnels) (e) Utility Easement (f) Stormwater Pond Easement (g) Maintenance Access Easement (h) Flyover Non- Stratified Easement (i) Lincoln Fields PPUDO Easement (j) Parkhaven Easement (k) Woodroffe MUP Easement <p>The City will transfer to the NCC the Parkhaven Service Access Easement for nominal consideration, subject to provisions of the Agreement.</p>
Moodie Lands/Woodroffe Stormwater Pond	The Agreements contain a framework for the NCC to transfer certain interests in land required for the Moodie segment of the Stage 2 LRT Project and for the NCC to carry out certain drainage improvement works designed by the City. There is further provision for the West Transitway easement to be surrendered and for the City to receive a credit for part of the consideration it paid for that easement.

Material Term	Description
	The Agreement also provides for the construction and maintenance of the Woodroffe Stormwater Pond by the City.
Stillwater Creek	The Agreements provide for the City and NCC to enter into a separate agreement relating to the design, construction and monitoring of certain stormwater management works along a portion of Stillwater Creek owned by the NCC for the parties' mutual benefit.
Completion of Transfers	The closing date will occur 30 days after the NCC approves the as built drawings and final reference plans identifying the legal boundaries of the Permanent Interests and Fee Simple interests to be conveyed or transferred.
Sunset Date	The Transfers and fulfillment of all obligations in the Agreement must be completed on or before June 30, 2025, otherwise the LOO will be terminated and be of no further force and effect.
Consideration in respect of Fee Simple Interests and Permanent Interests	<p>City will pay the NCC consideration for the Fee Simple Interests and Permanent Interest respectively plus sum equivalent to all applicable taxes for the based on the Base Unit Value (identified in Schedule "B" of the Agreement) and will be held in escrow until the Unconditional Date occurs. The consideration is subject to final adjustments for changes in areas and description of the Fee Simple and Permanent Interests in accordance with the Agreement.</p> <p>The Parties agree to update the Lands Table (attached at Schedule "C" of the Agreement) within sixty days of the commencement of revenue service of the Extensions to reflect any changes in the description of the area of any Parcel by recalculating the Consideration relevant to the Parcel and any final adjustments as required.</p>
Parkland Improvement Works	<p>The City has agreed to undertake the Parkland Improvement Works (the "Works") on behalf of the NCC in accordance with the AIP. The Parties have determined the scope of these Works and the obligations of the Parties, which are subject to further provisions of the Agreement.</p> <p>The City is solely responsible for and will bear the risk of all cost overruns for the construction and implementation of the scope of the Works. The NCC will be responsible for all other costs and expenses in incurred in relation to the Works including the costs of any variations to the Works requested by the NCC.</p>

Material Term	Description
	<p>Once the City completes the handover of the Parkland Improvement lands to the NCC, the City's liability related to the scope of the Works will be limited to enforcing, at the NCC's sole cost and expense, the warranty provided by the City's contractor in relation to such Works for 2 years following a request by the NCC.</p>
NCC Works	<p>The City is obliged to undertake certain works on the NCC's behalf, at the City's cost, including the construction of an access road or multiuse pathway and certain works to relocate a creek and other works to relocate or construction certain multiuse pathways. Once the City completes a handover of such works to the NCC, the City will enforce, at its own cost, the construction warranty for the period of 2 years (which will start and expire in accordance with the City's procurement documents for the Stage 2 LRT Project).</p> <p>With regard to the Relocated Creek Works, the City is responsible for, at its own cost, complying with the conditions or any approvals or permits, for a period commencing on the date the Relocated Creek Works are substantially completed and expiring of the later of the date that is 5 years after the Relocated Creek Works are substantially completed and the date the authority having relevant jurisdiction over the Relocated Creek Works no longer require that such works are studied or monitored.</p>
Obligations Under the Legacy Agreements	<p>The City has certain obligations under Legacy Agreements related to the Bus Rapid Transfer Infrastructure Removal and Bus Detouring Lands, set out further in provisions of the Agreement. The annual fees payable in respect of the parkway use by the City will cease once the City stops using the parkway for bus transit purposes.</p>
Environmental Matters	<p>The Permanent Interests are transferred to the City on an "as-is, where-is" basis. The City is responsible and indemnifies the NCC for all environmental liability after the Term Commencement Date and the NCC indemnifies the City for all environmental liability prior to the Term Commencement Date.</p> <p>The Temporary Interests are granted on an "as-is, where is basis". The City is responsible for any environmental matters that occur as a result of its use or occupation of the Temporary Interests.</p>
Dispute Resolution	<p>The City and the NCC will resolve any disputes by referring the matter to: (1st) the Working Group and (2nd) arbitration.</p>

Material Term	Description
Additional City Costs	The City is responsible for costs and reimbursing costs incurred by the NCC for all of its professional fees, including surveying and valuation fees contemplated in the Agreement, subject to conditions.

Public Works and Government Services Canada (MOA)

Memorandum of Agreement (the “MOA”) between the Crown as represented by Public Works & Government Services Canada (“PWGSC”) and the City of Ottawa (“City”)

OVERVIEW OF STRUCTURE AND CONTENT

The MOA sets out the terms and conditions upon which the City will acquire certain real property interests and certain works will be performed by the City and PWGSC. This document is intended to be a summary of material terms in the MOA, but does not describe all the terms of the MOA.

Key Term	Description
Conditions Precedent	<p>The MOA will become effective and is conditional upon the following:</p> <ul style="list-style-type: none"> • PWGSC obtaining all necessary internal and external approvals and completing required aboriginal consultations; • The City obtaining all necessary internal approvals; and • The City entering into a binding agreement for the construction of the Stage 2 LRT Project.
Licence of Occupation	<p>The City is receiving a Licence of Occupation over Crown Lands under PWGSC’s administration (“PWGSC Lands”) in order to permit the City to construct the Stage 2 LRT Project and related works for both the Confederation Line and the Trillium Line.</p> <p>The Commencement Date for the Licence of Occupation is February 1, 2019 (or such other date as may be required by the City).</p>
Licence Fee	<p>A Licence Fee is payable with respect to those parcels of PWGSC Lands which are not being purchased by the City, which will be offset against the cost of the Plaza Works that the City will be undertaking to lands owned by PWGSC at Tunney’s Pasture.</p>
Elimination of Bus Transfer Station – Lease Requirement	<p>In connection with the Stage 1 LRT Project, the City entered into an agreement with PWGSC which required the City, among other things, to enter into a lease with PWGSC with respect to certain property required to accommodate a bus transfer station. The MOA amends the Stage 1 Agreement by eliminating the requirement for a lease agreement and providing instead for the purchase of that portion of these lands required to support the extended Confederation Line, including the LRT station at Tunney’s</p>

Key Term	Description
	Pasture.
Permanent Property Interests	<p>The MOA provides for the conveyance of property and easements required over the long term in connection with the operation of the Stage 2 LRT Project. All long term property interests are to be conveyed following the completion of construction of the Stage 2 LRT Project. They include:</p> <ul style="list-style-type: none"> • The “Station Lands” which will be conveyed to the City in Fee Simple. The Station Lands Price will be offset against the cost of the Plaza Works that the City will be undertaking to lands owned by PWGSC at Tunney’s Pasture; • Lands required in connection with improvements to the Goldenrod Bridge. These lands are to be conveyed to the City for nominal consideration. • An easement for emergency access to and egress from the Tunney’s Pasture station to and from Yarrow Street. The Yarrow Easement Price will be offset against the cost of the Plaza Works that the City will be undertaking to lands owned by PWGSC at Tunney’s Pasture. <p>The MOA permits the City to undertake further environmental investigations of the PWGSC Lands to be acquired by the City and provides for adjustments to purchase prices to reflect adverse conditions that can be demonstrated to impact the market value of the PWGSC Lands.</p>
Option to Repurchase	Following their sale to the City, the Station Lands will be the subject of an Option to Repurchase in favour of PWGSC which would become operative in the event that the City ceases to use the Station Lands for the purposes of the LRT.
Access Licence – Internal Road Network	The City is receiving an access licence over the part of the internal road network within Tunney’s pasture for the purposes of providing access to the lands where the City is constructing the Stage 2 LRT Project and for the purpose of routing deadhead buses through an agreed upon route for nominal consideration.
Goldenrod Bridge Construction.	A new bridge structure spanning the LRT corridor at Goldenrod Drive is to be constructed as part of the Stage 2 LRT Project. PWGSC requested that the City oversize the bridge structure in order to support the planned redevelopment of Tunney’s Pasture. The MOA sets out the terms pursuant to which PWGSC will contribute to the costs which the City will incur to construct, as part of the Stage 2 LRT Project, the

Key Term	Description
	<p>improved Goldenrod Bridge and related roadway and intersection works. Key terms are as follows:</p> <ul style="list-style-type: none"> • The City and PWGSC have agreed to certain specifications for the Goldenrod Bridge, which may be varied by the City without the consent of PWGSC, provided that the base scope of the project is not reduced; • An estimate of the cost to construct the Goldenrod Bridge, acceptable to both the City and PWGSC has been obtained. PWGSC has agreed to pay to the City an amount equivalent to 30% of the total estimated cost. Thirty percent of the total cost is Nine Hundred and Sixty Thousand Dollars (\$960,000.00). This amount will be paid by PWGSC to the City by installments. • The property required for the Goldenrod Bridge will be sold to the City and the segment of Goldenrod Drive located on the property sold to the City will be dedicated as a public highway. • The City will own and maintain the Goldenrod Bridge over the long term.
Plaza Works	<p>As part of the Stage 2 LRT Project, the City planned to construct a pedestrian entrance to the LRT Station at Tunney’s Pasture. PWGSC requested the construction of an enhanced plaza which will serve both their existing office campus in this location as well as the future redevelopment of Tunney’s Pasture (the “Plaza Works”). Key terms are as follows:</p> <ul style="list-style-type: none"> • The City and PWGSC have reached an agreement as to the scope of the Plaza Works to be constructed by the City as part of the Stage 2 LRT Project. • PWGSC is responsible for obtaining all approvals required in connection with the Plaza Works including Federal Land Use and Design Approvals. • The City will construct the Plaza Works on PWGSC’s behalf. • An estimate of the cost to construct the Plaza Works, acceptable to both the City and PWGSC has been obtained. The total estimated cost is One Million Nine Hundred Twenty Two Thousand Two Hundred Thirty Eight Dollars and Seventy Four Cents (\$1,922,238.74). The City and PWGSC have agreed that the Licence Fees, Station Lands Price and Yarrow Easement Price (see above) will be applied as an offset to reduce the Plaza Works Cost, with PWGSC to pay the balance of this amount

Key Term	Description
	<p>to the City within sixty (60) days of completion of the Plaza Works.</p> <ul style="list-style-type: none"> • The City will not pay a Licence Fee with respect to any PWGSC property required to complete the Plaza Works. • The MOA contemplates some review of the Plaza Works design by PWGSC as the design is advanced by the City's Confederation Line design build contractor and creates a framework for variations, which are subject to the City's approval. • Following completion of the Plaza Works: <ul style="list-style-type: none"> ○ Ownership of those components of the Plaza Works to be constructed on PWGSC property will be assumed by PWGSC; ○ The City will use all reasonable efforts to enforce contractual warranties and guarantees that were provided to the City by its contractor in relation to the Plaza Works; and, ○ The City and PWGSC will negotiate and enter into a Joint Use and Maintenance Agreement with respect to the Plaza Works.

Memorandum of Agreement (the “MOA”) between Carleton University (“CU”) and the City of Ottawa (“City”)

OVERVIEW OF STRUCTURE AND CONTENT

The MOA provides for the transfer to the City of certain real property interests, the grant of construction and access licences and for the performance of certain works and the construction of certain improvements on CU’s campus by the City. It also establishes terms and conditions under which CU can, during the Shutdown Period, expand its existing parking structure currently located in airspace above the Trillium Line railway corridor.

This document is intended to be a summary of material terms in the MOA, but does not describe all the terms of the MOA.

Key Term	Description
Conditions of Agreement	The Agreement is conditional upon: <ul style="list-style-type: none"> • CU notifying the City that it has obtained all its necessary internal approvals; • The City notifying CU that it has obtained all necessary approvals; and • The City notifying CU that it has entered into a binding agreement for construction of the Trillium Line.
Licence of Occupation	The City is receiving a Licence of Occupation over lands owned by CU (“ CU’s Lands ”) in the form of a Construction Licence and Temporary Access Licence in order to permit the City to construct the Trillium Line and related works. The licence term commences on March 1, 2019 (or such other date as may be required by the City) and extends until the commencement of revenue services for the Trillium Line.
Permanent Easement Lands	CU will transfer Permanent Easements to the City for nominal consideration, exclusive of any HST for the purposes of the Trillium Line project. The transfer of the Permanent Easements will occur on or before the date that is six months after the commencement of revenue service for the Trillium Line.

Key Term	Description
New Tunnel and Campus Roads and	<p>The City will construct a New Tunnel and Tunnel Works (the “New Tunnel”) which will provide for a future underground pedestrian connection into Carleton Station.</p> <p>CU will pay to the City an amount equivalent to the estimated cost of constructing the New Tunnel, being \$1,206,222.00, in accordance with a payment schedule outlined in the provisions of the MOA.</p> <p>CU is responsible for the construction of a connection between Carleton Station and the New Tunnel (the “Station Connection”) and any additional works related to the Tunnel Works at its own cost and expense.</p> <p>After the New Tunnel is constructed by the City and CU constructs the Station Connection, but before the Station Connection and New Tunnel are opened for use by CU or the public, the City and CU will enter into agreements with respect to the use, operation and maintenance of Carleton station, the Station Connection and the New Tunnel.</p>
Campus Roads and Pedestrian Underpasses	<p>The City is responsible for managing pedestrian and vehicular traffic on campus to the extent that works performed by City affect the campus roads.</p> <p>The MOA also includes provisions governing temporary closures of certain existing pedestrian underpasses from time to time during construction of the Trillium Line Project.</p>
Suspension of O- Train Service and New Access Road	<p>During the Shut Down period, OC Transpo will run a bus route to replace the current O-Train service to the CU campus.</p> <p>The City will construct a New Access Road to extend Raven Road to Bronson Avenue at its own cost and CU will grant a licence to use parts of the CU Lands to allow the construction of the New Access Road.</p> <p>Following completion of the New Access Road, CU acknowledges that the City and OC Transpo may use the New Access Road at all times for providing bus service. CU will own the New Access Road and the City will have no obligation to repair, maintain or insure the New Access Road once construction is completed.</p>
Pedestrian Bridge –	<p>CU has agreed to transfer to the City for nominal consideration the property required in connection with a new pedestrian foot bridge over the Rideau River which will connect the CU Lands to lands owned by the</p>

Key Term	Description
Transfer of Lands	National Capital Commission and which is to be constructed as part of the Trillium Line Project.
Power Supply	CU has agreed to allow the City to use the power supply from the private power plant on CU's Lands to service Carleton Station as long a sufficient capacity exists to service both CU and Carleton Station. The City will reimburse CU the costs of all power consumed at Carleton Station.
CU's Parking Garage Works	<p data-bbox="558 469 1885 565">During the Shutdown Period, CU intends to construct an expansion to its existing Parking Garage by adding an additional three levels of parking to the structure currently constructed in airspace above the Trillium Line railway corridor.</p> <p data-bbox="558 605 1885 669">The MOA includes a Construction Agreement, construction procedures and other ancillary agreements which will govern the construction of the parking garage expansion during the Shutdown Period.</p>
Crossing Agreements	<p data-bbox="558 712 1850 776">Existing grade separated pedestrian and vehicular crossings of the railway corridor are governed by Crossing Agreements entered into by CU and the previous owners of the railway corridor.</p> <p data-bbox="558 816 1913 912">Where the City is upgrading or replacing crossing structures, new crossing agreements will be entered into in accordance with the MOA to govern the use, operation, repair, replacement and decommissioning of the crossings.</p>
Dispute Resolution	The City and CU will resolve any disputes by referring the matter: (1 st) to high level negotiation (2 nd) to mediation; and (3 rd) to arbitration.

South Keys

Memorandum of Agreement (the “MOA”) between Canadian Property Holdings (South Keys) Inc. and Calloway REIT (South Keys) Inc. (collectively South Keys, “SK”) and the City of Ottawa (“City”)

OVERVIEW OF STRUCTURE AND CONTENT

The MOA sets out the terms and conditions upon which interests in property owned by SK are to be licenced, granted and conveyed to the City for the purposes of constructing and operating the Stage 2 LRT Project and the basis on which certain works to relocate utilities and create a transit plaza will be undertaken.

This document is intended to be a summary of material terms in the MOA, but does not describe all the terms of the MOA.

Key Term	Description
Conditions of Agreement	The Agreement is conditional upon: <ul style="list-style-type: none">• SK notifying the City that it has obtained all its necessary approvals;• City notifying SK that it has obtained all necessary approvals; and• City notifying SK that it has entered into a binding agreement for construction of the Stage 2 LRT Project.
Temporary Use of Lands for the Construction Phase of Stage 2 LRT Project	The City is receiving a Licence of Occupation for lands owned by SK (“ SK’s Lands ”) in the form of a Construction Licence and Temporary Access Licence in order to permit the City to construct the Stage 2 LRT Project and related works. The Commencement Date for the Licence of Occupation is the later of April 1, 2019 and the date certain conditions of the MOA are satisfied or waived.
Easement	SK agrees to transfer and convey to the City an Access Easement, Electricity Easement (the “ Permanent Easements ”) and Parking Licence on the Closing Date, which will occur prior to December 31, 2023. The City will pay SK one dollar (\$1.00), exclusive of any HST that may be payable for each of the Easements and the Parking Licence.
Fee Simple Lands	SK agrees to convey to the City the Fee Simple Lands on the Closing Date, which will occur prior to December 31, 2023. The City will pay SK one dollar (\$1.00), exclusive of any HST for the transfer.

Key Term	Description
Walkways and Plaza Works	<p>The City intends to construct works to upgrade the Station on the City Lands and Fee Simple Lands, including, but not limited to, a transit plaza.</p> <p>SK intends to redevelop its lands in the future and has the right to construct a covered pedestrian walkway/ structure with the intention of providing covered access from SK's development to South Keys station. The agreement contains a framework for the parties to agree to design, construction, easements and use and maintenance of the walkway in the future.</p>
Electricity Infrastructure	<p>The City will at its cost on or before the Closing Date undertake the following Electrical Works:</p> <ul style="list-style-type: none"> • relocate the switchgear; • at its discretion relocate a transformer on certain lands if required; and • install any civil infrastructure works necessary to facilitate the works, the relocation of switchgear or the relocation of the transformer above. <p>SK will grant to the City temporary rights to use parts of SK's Lands that are necessary to allow the construction of the Electrical Works on the same terms and conditions as the Construction Licence. If required by Hydro Ottawa, SK will grant an easement to Hydro Ottawa in respect of the electricity infrastructure and the parties will enter into a joint use and maintenance agreement in respect of shared electricity infrastructure.</p>
Landscaping	<p>The City will at its cost construct Landscaping Works on or before the Closing Date. SK will grant to the City such temporary rights to use those parts of SK's Lands as are reasonably necessary to allow the construction of the Landscaping Works on the same terms and conditions as the Construction Licence.</p>
Suspension of Trillium Line Service	<p>SK agrees it will be necessary to suspend Trillium Line service to SK's Lands for the period of construction to facilitate the construction of the Works and Stage 2 LRT Project. SK is not entitled to any compensation, claims, costs, expenses, loss or damages from the City or OC Transpo as a result of the suspension of the Trillium Line service.</p>
Dispute Resolution	<p>The City and SK will attempt to resolve any disputes in the following order: (1) high level negotiation; and (2) mediation.</p>

Ottawa Macdonald- Cartier International Airport Authority

Memorandum of Understanding (the “MOU”) between the Ottawa Macdonald- Cartier International Airport Authority (“Airport Authority”) and the City of Ottawa (“City”)

OVERVIEW OF STRUCTURE AND CONTENT

The MOU sets out the terms and conditions upon which a new rail transit station (the “**Airport Station Platform**”) and commuter railway link (the “**Airport Link**”), will be constructed to link the Ottawa MacDonald-Cartier International Airport Authority to the Trillium Line, and the terms and conditions on which the Airport Authority will provide lands (“**Airport Lands**”) to the City for the main Trillium Line, all as part of the Trillium Line Project.

This document is intended to be a summary of material terms in the MOU, but does not describe all the terms of the MOU.

Key Term	Description
Conditions	<p>The MOU is conditional upon the satisfaction or waiver of the following:</p> <ul style="list-style-type: none">• The Federal government and the City have entered into the Federal Funding Agreement on terms acceptable to the City;• The Provincial government and the City have entered into the Provincial Funding Agreement on terms acceptable to the City;• Conditions to funding the Federal Funding Agreement and Provincial Funding Agreement have been satisfied or waived;• The procurement process has resulted in a proposed cost for the Trillium Line Extension which meets the City’s affordability requirements;• The City and Project Co have entered into the Project Agreement on terms and conditions satisfactory to the City; and,• The City and the Airport have entered into the Sublease Agreement and the Station Construction Agreement, and have agreed on the fundamental terms and guiding principles to be included in

Key Term	Description
	the Station Operating Agreement.
Implementation Agreements	<p>The City and the Airport Authority intend to incorporate the terms and principles of the MOU into definitive agreements (“Implementation Agreements”) including:</p> <ul style="list-style-type: none"> • A Sublease Agreement to grant rights of use and occupation of the Airport Link lands and additional lands required for the main Trillium Line to the City. • A Station Construction Agreement to coordinate design and construction of the Airport station concourse with the Airport station platform. • A Station Operating Agreement. <p>The MOU is intended to serve as a binding basis for Parties to proceed with negotiation of the Implementation Agreements.</p>
City’s Basic Obligations	<p>The City has received funding for the Airport Station Platform and Airport Link from the Federal and Provincial governments and the design, construction, operation, and maintenance of the Airport Station Platform and Airport Link has been included in the scope of the Trillium Line Project.</p> <p>The City will be responsible for obtaining from the Airport Authority a facility alteration permit for construction of the Airport Link and any works on the Airport Lands.</p> <p>The City is to provide service on the Airport Link at the same frequency as the Trillium Line for the first two years of service. The City is also required to construct the Trillium Line in such a way that a direct service from Bayview Station to the Airport station is possible at a future date.</p>
Airport Authority’s Basic Obligations	<p>The Airport Authority will sublease or licence to the City, at no cost, lands where the Airport Link and the Airport Station Platform will be constructed (the “Airport Link Lands”) and lands required by the City to construct, operate and maintain the Trillium Line Extension (the “Additional Lands”).</p> <p>The Term of the sublease or licence, as it relates to property where permanent infrastructure has been constructed or installed in connection with the Airport Station Platform, the Airport Link or the Trillium Line will be to January 30, 2077, with a possibility to extend the Term in the event that the Airport Authority’s</p>

Key Term	Description
	<p>Headlease with the Minister of Transport is extended.</p> <p>The Airport Authority will support the City's application to Transport Canada seeking rights to parts of the Additional Lands which may fall outside the Airport Authority's Headlease.</p> <p>The Airport Authority will be responsible for the design, operation, construction and maintenance of the Airport Station Concourse and all related costs, subject to certain requirements. The Airport Authority will own the Airport Station Concourse.</p>
Working Committee and Dispute Resolution	<p>The City and the Airport Authority have agreed to establish a Working Committee to address issues that arise in connection with construction of the Airport Station and its integration into the Airport Link including drafting and negotiating the Implementation Agreements.</p> <p>The Parties agree to resolve issues or matters in connection with the MOU through an established dispute resolution process which provides for: (1st) negotiation; and (2nd) arbitration.</p>

VIA Rail Canada

Crossing Agreement (the “Crossing Agreement”) between VIA Rail Canada Inc. (“VIA”) and the City of Ottawa (“City”)

OVERVIEW OF STRUCTURE AND CONTENT

The Crossing Agreement sets out the terms and conditions governing the design, construction, maintenance, repair and replacement of a grade separation crossing at the intersection of Ellwood subdivision and Beachburg subdivision in connection with the Trillium Line (the “**Grade Separation**”).

This document is intended to be a summary of material terms in the Crossing Agreement, but does not describe all the terms of the Crossing Agreement.

Material Term	Description
Design of the Grade Separation	The design and construction of the Grade Separation (the “ Construction Works ”) will be carried out in accordance with agreed design specifications outlined in a functional design which has been appended to the Crossing Agreement.
Costs and Cost Sharing	<p>The City and VIA will each be responsible for its own costs (including legal and consulting costs) incurred in connection with the preparation, negotiation and administration of the Crossing Agreement.</p> <p>In recognition of the fact that the Grade Separation will benefit both VIA and the City by providing for a grade separated crossing of the Trillium Line commuter rail transit system over the CN-CP Railway Corridor which is used by VIA for their passenger rail service, VIA and the City have agreed to finalize a cost sharing methodology which will provide for a contribution by VIA to the cost of the Construction Works (the “Cost Sharing Agreement”).</p>
Construction of the Grade and Ownership of Construction Works	<p>The Construction Works will be carried out as part of the Trillium Line Project. The Crossing Agreement contains provisions governing the implementation of the Construction Works.</p> <p>The City will be the owner of the Grade Separation and will have the right to use and operate the Grade Separation and run its commuter rail transit system and any other rail system over the Grade Separation.</p>
Future Requirement to	The functional design which has been incorporated in the Crossing Agreement describes a potential

Material Term	Description
Accommodate Freight	<p>future freight bypass (the “Bypass”) which may be required in future should there be a need to accommodate freight trains on the Trillium Line. As neither the City nor VIA are currently aware of any such demand, the Bypass is not included as part of the Construction Works.</p>
Performance of O&M Works	<p>Following the completion of the Construction Works, the City agrees to coordinate and carry out all operation and maintenance works required throughout the lifecycle of the Grade Separation and its railway bridge structure and appurtenances (the “O&M Works”).</p> <p>VIA agrees to provide the City consents and authorizations as may be required to access the CN-CP Railway Corridor Lands and/or the VIA Railway Tracks in connection with the O&M Works.</p> <p>All of the City’s operation and maintenance obligations relating to the Grade Separation will terminate if the City dismantles the Grade Separation and restores the CN-CP Railway Corridor Lands and City Railway Corridor Lands in accordance with the terms of the Crossing Agreement.</p>
Decommissioning At Grade Crossing	<p>Following the commencement of the Shutdown Period, the City’s contractor will decommission the at grade crossing infrastructure at the intersection of the two railways including the Ellwood Diamond and, following such decommissioning, VIA will take responsibility for dispatch on the Beachburg subdivision and for the removal of the Ellwood Diamond.</p>
Reconstruction of the Grade Separation	<p>The City agrees to reconstruct the Grade Separation in accordance with the terms and conditions of the Crossing Agreement when the Grade Separation reaches the end of its useful life (the “Reconstruction Works”).</p> <p>If any Reconstruction Works are required, the City will submit for VIA’s review draft specifications describing the Reconstruction Works (the “Specifications”) prior to completing such work.</p> <p>The costs to complete the Reconstruction Works will be addressed in accordance with the terms of the Cost Sharing Agreement. If at any time during the term of the Crossing Agreement, either Party wishes to widen, make narrower, upgrade or otherwise relocate the Grade Separation, including the safe maintenance and subsequent decommissioning of the original Grade Separation in the case of relocation,</p>

Material Term	Description
	all such work will be at the cost of the Party requiring such work.
Dispute Resolution	<p>The City and VIA have agreed to establish a Steering Committee to address issues that arise in connection with the Crossing Agreement.</p> <p>The City and VIA will resolve any disputes by referring the matter to: (1st) the Steering Committee (2nd) high level negotiations between the parties, (3rd) court or administrative tribunal.</p>

Algonquin College of Applied Arts and Technology

Agreement (the “Agreement”) between Algonquin College of Applied Arts and Technology (“AC”) and the City of Ottawa (“City”)

OVERVIEW OF STRUCTURE AND CONTENT

The Agreement sets out the terms and conditions upon which a pedestrian footbridge (the “**Pedestrian Bridge**”) connecting Baseline Station (the “**Station**”) to the Algonquin Centre for Construction Excellence Building (the “**ACCE Building**”) will be constructed, used, and maintained.

This document is intended to be a summary of material terms in the Agreement, but does not describe all the terms of the Agreement.

Key Term	Description
Conditions Precedent	The Agreement is conditional upon: <ul style="list-style-type: none"> • The City obtaining all necessary internal approvals; and • The City entering into a binding agreement for the construction of the Stage 2 LRT Project.
Pedestrian Bridge Works	The City will construct the Pedestrian Bridge as part of the Stage 2 LRT Project. AC will pay to the City an amount equal to fifty percent of the estimated cost of constructing the Pedestrian Bridge, being two million, five hundred and twenty thousand dollars (\$2,520,000.00), in accordance with a payment schedule outlined in the Agreement. The City will consult with AC regarding design and specification of the Pedestrian Bridge and the location of the support piers for the Pedestrian Bridge that are to be located on AC’s lands. The City will own the Pedestrian Bridge up to an expansion joint adjacent to the ACCE Building.
AC Works	AC is responsible, at its own cost, for constructing certain works within the interior of the ACCE Building, in accordance with specifications approved by the City, in order to complete the connection of the Pedestrian Bridge to the ACCE Building and to facilitate pedestrian access to the Pedestrian Bridge

Key Term	Description
	through the ACCE Building.
Temporary Use of Lands	The City is receiving a construction licence over certain lands owned by AC to permit the construction of the Pedestrian Bridge.
Permanent Easements	The Agreement provides for the conveyance of easements required over the long term for the Pedestrian Bridge and associated utilities. All easements will be conveyed to the City after construction of the Pedestrian Bridge is completed.
Joint Use and Maintenance Agreement	The Agreement includes an ancillary Joint Use and Maintenance Agreement which will govern the use and maintenance of the Pedestrian Bridge.
Taxes	HST and Land Transfer Tax will be payable for the easements conveyed and transferred to the City.
Release and Amendment of Development Agreement	As part of the Agreement, AC has acknowledged and agreed that its rights to acquire certain lands pursuant to a historic Development Agreement have expired and has released its right to acquire those lands from the City.
Termination	The City will have the right to terminate the Agreement in order to give the City the ability to alter the Station design and location.
Dispute Resolution	The City and AC will attempt to resolve any disputes by referring them to: (1st) high level negotiation; (2nd) mediation; and (3rd) arbitration, in that order.