

Properties**PIN** 03947 - 0248 LT

Description PART OF BLOCK G ON PLAN 447761, BEING PARTS 3 AND 13 ON PLAN 4R-27845. S/T AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF OTTAWA AS IN CR448175. S/T AN EASEMENT IN FAVOUR OF OTTAWA CABLEVISION LTD AS IN N436790. S/T AN EASEMENT IN FAVOUR OF THE HYDRO-ELECTRIC COMMISSION OF THE CITY OF OTTAWA AS IN N440706. SUBJECT TO AN EASEMENT OVER PARTS 3 AND 13 ON PLAN 4R27845 AS IN OC1706210; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK G, PLAN 447761, PART 6, PLAN 4R-27845 AS IN OC1591627; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK G AND PART OF DRAPER COURT AS CLOSED BY CR483411, PLAN 447761, PART 8, PLAN 4R-27845 AS IN OC1591627; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK G, PART OF MORRISON COURT AS CLOSED BY CR483411 ON PLAN 447761, PARTS 2 AND 12 ON PLAN 4R-27845 AS IN OC1591626; SUBJECT TO AN EASEMENT OVER PARTS 3 AND 13 ON PLAN 4R27845 IN FAVOUR OF PART OF BLOCK G, PART OF MORRISON COURT AS CLOSED BY CR483411 ON PLAN 447761, PARTS 2 AND 12 ON PLAN 4R27845 AS IN OC1591626; SUBJECT TO AN EASEMENT AS IN OC1704430; SUBJECT TO AN EASEMENT AS IN OC1705029; CITY OF OTTAWA

Address OTTAWA**PIN** 03947 - 0247 LT

Description PART OF BLOCK G, PART OF MORRISON COURT AS CLOSED BY CR483411 ON PLAN 447761, BEING PARTS 2 AND 12 ON PLAN 4R27845. S/T AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF OTTAWA AS IN CR448175. S/T AN EASEMENT IN FAVOUR OF OTTAWA CABLEVISION LTD AS IN N436790. S/T AN EASEMENT IN FAVOUR OF THE HYDRO-ELECTRIC COMMISSION OF THE CITY OF OTTAWA AS IN N440706. SUBJECT TO AN EASEMENT OVER PARTS 2 AND 12 ON PLAN 4R27845 AS IN OC1706210; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK G, PLAN 447761 PART 6, PLAN 4R-27845 AS IN OC1591626; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK G AND PART OF DRAPER COURT AS CLOSED BY CR483411, PLAN 447761, PART 8, PLAN 4R-27845 AS IN OC1591626; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK G, PART OF MORRISON COURT AS CLOSED BY CR483411 ON PLAN 447761, PART 9 ON PLAN 4R-27845 AS IN OC1591626; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK G, PLAN 447761, PARTS 3 AND 13 ON PLAN 4R-27845 AS IN OC1591626; SUBJECT TO AN EASEMENT OVER PARTS 2 AND 12 ON PLAN 4R-27845 IN FAVOUR OF PART OF BLOCK G, PLAN 447761, PARTS 3 AND 13 ON PLAN 4R-27845 AS IN OC1591626; SUBJECT TO AN EASEMENT AS IN OC1704430; SUBJECT TO AN EASEMENT AS IN OC1705029; CITY OF OTTAWA

Address OTTAWA**PIN** 03947 - 0249 LT

Description PART OF BLOCK G, PART OF MORRISON COURT AS CLOSED BY CR483411, PART OF DRAPER COURT AS CLOSED BY CR483411 ON PLAN 447761, BEING PARTS 1, 6, 7, 8, 9, 10, 11 AND 14 ON PLAN 4R-27845 SAVE AND EXCEPT PART OF BLOCK G, PLAN 447761, PART 1 ON PLAN 4R-27961; S/T AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF OTTAWA AS IN CR448175. S/T AN EASEMENT IN FAVOUR OF OTTAWA CABLEVISION LTD AS IN N436790. S/T AN EASEMENT IN FAVOUR OF THE HYDRO-ELECTRIC COMMISSION OF THE CITY OF OTTAWA AS IN N440706. SUBJECT TO AN EASEMENT OVER PARTS 1, 6, 7, 8, 9, 10, 11, AND 14 ON PLAN 4R27845 AS IN OC1706210; SUBJECT TO AN EASEMENT OVER PART 6, PLAN 4R-27845 IN FAVOUR OF PART OF BLOCK G, PART OF MORRISON COURT AS CLOSED BY CR483411 ON PLAN 447761, PARTS 2 AND 12 ON PLAN 4R-27845 AS IN OC1591626; SUBJECT TO AN EASEMENT OVER PART 6, PLAN 4R-27845 IN FAVOUR OF PART OF BLOCK G, PLAN 447761, PARTS 3 AND 13 ON PLAN 4R-27845 AS IN OC1591627; SUBJECT TO AN EASEMENT OVER PART 8, PLAN 4R-27845 IN FAVOUR OF PART OF BLOCK G, PART OF MORRISON COURT AS CLOSED BY CR483411 ON PLAN 447761, PARTS 2 AND 12 ON PLAN 4R-27845 AS IN OC1591626; SUBJECT TO AN EASEMENT OVER PART 8, PLAN 4R-27845 IN FAVOUR OF PART OF BLOCK G, PLAN 447761, PARTS 3 AND 13 ON PLAN 4R-27845 AS IN OC1591627; SUBJECT TO AN EASEMENT OVER PART 9, PLAN 4R-27845 IN FAVOUR OF PART OF BLOCK G, PART OF MORRISON COURT AS CLOSED BY CR483411 ON PLAN 447761, PARTS 2 AND 12 ON PLAN 4R-27845 AS IN OC1591626; SUBJECT TO AN EASEMENT AS IN OC1704430; SUBJECT TO AN EASEMENT AS IN OC1705029; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1 AND 2 PLAN 4R28854 AS IN OC1706214; CITY OF OTTAWA

Address OTTAWA**Consideration****Consideration** \$ 1.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name REDWOOD RESIDENCES LIMITED

Address for Service 200 - 333 Wilson Ave.
Toronto, ON M3H 1T2

I, Samuel A. Grosz, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)

Capacity

Share

Name REDWOOD RESIDENCES LIMITED

Address for Service 200 - 333 Wilson Ave.
Toronto, ON M3H 1T2

I, Samuel A. Grosz, President, have the authority to bind the corporation

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Beverly Jean Prokopowich

1500-50 O'Connor
Ottawa
K1P 6L2

acting for
Applicant(s)

Signed

2016 05 24

Tel 613-238-8080

Fax 613-238-2098

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

NELLIGAN O'BRIEN PAYNE LLP

1500-50 O'Connor
Ottawa
K1P 6L2

2016 05 24

Tel 613-238-8080

Fax 613-238-2098

Fees/Taxes/Payment

Statutory Registration Fee \$62.85

Total Paid \$62.85

File Number

Applicant Client File Number : 13138-3

Party To Client File Number : 13138-3

QUALICUM WOODS

JOINT USE, EASEMENT AND COST SHARING AGREEMENT

**STANLEY PARK, STRATHCONA PARK, GRAMMERCY PARK
AND NORTH LANDS**

BETWEEN:

REDWOOD RESIDENCES LIMITED

as current owner of the property described in Schedule "A"

(the "Stanley Park Lands")

and on behalf of the future Condominium Corporation to be constructed on the Stanley Park Lands (the "Stanley Park Condominium")

and on behalf of all future owners of the units and common elements in the Stanley Park Condominium (the "Stanley Park Owners")

AND:

REDWOOD RESIDENCES LIMITED

as current owner of the property described in Schedule "B"

(the "Strathcona Park Lands")

and on behalf of future owners of the Strathcona Park Lands (the "Strathcona Park Owners")

AND:

REDWOOD RESIDENCES LIMITED

as current owner of the property described in Schedule "C"

(the "Grammercy Park Lands")

and on behalf of the future owners of the Grammercy Park Lands (the "Grammercy Park Owners")

AND:

REDWOOD RESIDENCES LIMITED

as current owner of the property described in Schedule "D"

(the "North Lands")

and on behalf of the future owners of the North Lands (the "North Lands Owners")

ARTICLE 1

RECITALS

- 1.01 All definitions included in these recitals are further defined in Article 2 of this Agreement and the definitions given in Article 2 shall govern to the extent of any inconsistency.
- 1.02 Redwood Residences Limited ("Redwood") is developing an integrated mixed use project on the Stanley Park Lands, Strathcona Park Lands and Grammercy Park Lands (collectively the "Project"). The Project is subject to a common site plan prepared by Roderick Lahey Architects and approved by the City of Ottawa (the "Site Plan"), a copy of which is attached hereto as Schedule "E".
- 1.03 Based on the present design, the Project will consist of a single three phased condominium:
 - (a) a four (4) storey residential condominium building (the "Stanley Park Building") now constructed on the Stanley Park Lands;
 - (b) a mixed use building (the "Strathcona Park Building") to be constructed on the Strathcona Park Lands; and

March 22, 2018

- (c) a third residential building to be constructed on the Grammercy Park Lands (the "**Grammercy Park Building**").
- 1.04 Redwood has made an Application to the City of Ottawa for draft plan approval of a phased condominium ("**Draft Plan Approval**") for the lands comprising the Project.
- 1.05 Redwood presently proposes to register a standard plan of condominium (Phase I) on the Stanley Park Lands (the "**Stanley Park Condominium**") and to register an Amendment to the Declaration and Description for the Stanley Park Condominium to add the Strathcona Park Lands and the Grammercy Park Lands as Phases II and III of the Stanley Park Condominium following construction of the buildings on the Strathcona Park Lands and the Grammercy Park Lands (the "**Amendment**" or "**Amendments**").
- 1.06 Pursuant to the *Condominium Act*, S.O. 1998, c. 19 (the "**Act**") Redwood is not obligated to construct subsequent phases of the Stanley Park Condominium nor to add the Strathcona Park Lands or the Grammercy Park Lands as subsequent phases to the Stanley Park Condominium even if it proceeds with construction of such buildings as planned.
- 1.07 Pursuant to the Act and the Disclosure Statement issued to the purchasers in the Stanley Park Condominium, Redwood reserved the right not to proceed with the subsequent phases described in Articles 1.03 (b) and (c) above and as such Redwood has retained the right to proceed with alternate development on the Strathcona Park Lands and/or the Grammercy Park Lands, to register any future development(s) as separate condominiums and/or to retain the ownership of future development(s) for operation as a rental property. In addition, Redwood has the right to consolidate and/or integrate the future development of the Strathcona Park Lands and/or the Grammercy Park Lands with the development of the North Lands and to treat the entirety of the lands as one lot for the purpose of future zoning amendments and/or site plan approval related to the development of the Grammercy Park Lands and the North Lands.
- 1.08 The Project has been designed so that the Stanley Park Unit Owners, the Strathcona Park Owners, the Grammercy Park Owners and to some extent, the North Lands Owners will share the use of certain parts of their respective lands including, but not limited to, visitors parking, access to and use of driving aisles within connected underground parking garage, garage ramps and vehicle entry doors, private roads, sidewalks and pathways, a hydro vault, storm water drainage systems, and other existing or future elements or services, all as more particularly described as "**Shared Facilities**" in Article 2 of this Agreement.

For clarification, the buildings located on the North Lands that exist as at the date of this Agreement shall not be governed by this Agreement, shall not have any use or benefit of the Easements over the Shared Facilities, the intention being that such Easements and Shared Facilities are for the benefit of future (new) development only.

- 1.09 In satisfaction of the conditions of Draft Plan Approval, the parties are entering into this Agreement in order to provide for the mutual use, maintenance, cost sharing and other matters related to the Shared Facilities as well as to regulate and govern the use and enjoyment of the various easements over and/or benefitting all or parts of the Stanley Park Lands, the Strathcona Park Lands and the Grammercy Park Lands until such time as the Amendments are registered, or to regulate and govern the continued use and enjoyment in the event the Amendments or one of them is not registered.
- 1.10 Pursuant to the Act and the Declaration and Description of the Stanley Park Condominium, the Stanley Park Condominium will be responsible for the operation, maintenance, repair, replacement and any other matters related to the Shared Facilities located on the Stanley Park Lands in accordance with the cost sharing arrangements in Article 5 of this Agreement.
- 1.11 The Strathcona Park Owners, the Grammercy Park Owners and the North Lands Owners will be responsible for the operation, maintenance, repair, replacement and any other matters related to the Shared Facilities located on the Strathcona Park Lands, the

Grammercy Park Lands and/or the North Lands, respectively, in accordance with the cost sharing arrangements in Article 5 of this Agreement.

- 1.12 The Stanley Park Lands, the Strathcona Park Lands, the Grammercy Park Lands and the North Lands are or will be subject to and have the benefit of certain easements as necessary to give effect to this Agreement and as necessary to permit the future development of the Strathcona Park Lands, the Grammercy Park Lands and the North Lands, as further described in Article 7 of this Agreement and in Schedule "A" to the Declaration for the Stanley Park Condominium.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

ARTICLE 2

DEFINITIONS

2.01 Definitions in this Agreement

Unless otherwise expressly provided in this Agreement:

- (a) "Easements" means collectively the easements, rights and rights in the nature of easements over, under or through the Stanley Park Lands, the Strathcona Park Lands, the Grammercy Park Lands and the North Lands as described in Schedule "A" to the Declaration of the Stanley Park Condominium and as described in this Agreement, including, without limitation, servicing, maintenance, repair and replacement easements, support easements, vehicular and pedestrian access easements, easements as necessary to give effect to the Shared Facilities as further defined in Article 2.01(f) of this Agreement, Construction Easements and any other easements, rights and rights in the nature of an easement existing or hereafter created or reasonably required by any one or all of the Stanley Park Condominium and the Strathcona Park Owners and/or the Grammercy Park Owners and/or the North Lands Owners and the term "Easement" may mean any particular portion of the Easements as dictated by the context in which said term is used.
- (b) "Grammercy Park Building" means all future buildings constructed on the Grammercy Park Lands.
- (c) "Grammercy Park Completion Date" means the date on which any future building constructed on the Grammercy Park Lands is occupied.
- (d) "Grammercy Park Lands" means the lands described in Schedule "C" to this Agreement.
- (e) "North Lands" means the lands adjacent to and lying north of the Stanley Park Lands, the Grammercy Park Lands and the Strathcona Park Lands and south of Draper Avenue and more particularly described in Schedule "D" to this Agreement.
- (f) "North Lands Completion Date" means the date on which any future building constructed on the North Lands is occupied.
- (g) "Owner" or "Owners" means, unless otherwise expressly provided in this Agreement, either the Stanley Park Condominium or the owners from time to time of the Stanley Park Lands, the owners from time to time of the Strathcona Park Lands, the owners from time to time of the Grammercy Park Lands and the owners from time to time of the North Lands or any of their respective successors and

assigns and shall include all future owners of the units and common elements of any condominium registered on any of the lands as the case may be.

- (b) **"Project"** means collectively the Stanley Park Lands, the Strathcona Park Lands and the Grammercy Park Lands.
- (i) **"Proportionate Share"** means the proportion that the total number of units constructed within each of the Stanley Park Lands, the Strathcona Park Lands, the Grammercy Park Lands and the North Lands bears to the total number of units in all of the lands where buildings have been constructed, combined.
- (j) **"Shared Facilities"** includes any and all of the following facilities presently constructed or constructed in the future on any of the Stanley Park Lands, the Strathcona Park Lands, the Grammercy Park Lands and the North Lands:
 - (i) The garage access, including but not limited to the parking garage entry ramp accessing the Stanley Park Condominium parking garage, the entrance to the Stanley Park Condominium parking garage and any future additional or alternative driveway, entry ramp and entrance to the Stanley Park Condominium parking garage (including the lighting, ramp heating, garage door opening system and related security systems) (**"the Garage Access"**);
 - (ii) the driving aisles within the Stanley Park Condominium parking garage that will connect to the Strathcona Park Condominium parking garage located on Parts 11 and 12 on Plan 4R-29460 (the **"Driving Aisles"**);
 - (iii) the storm water drainage system that will serve the parking garage entry ramps, including, without limitation, the storm water retention pit and pump(s) that will be constructed on the Strathcona Park Lands and/or the Grammercy Park Lands and/or the North Lands and any combined floor drainage system that may serve the Stanley Park Condominium parking garage and future connected parking garages (the **"Garage Drainage Systems"**);
 - (iv) the hydro vault located on the Stanley Park Lands that services the Stanley Park Building and that will also service future development on the Strathcona Park Lands, the Grammercy Park Lands and/or the North Lands and includes the transformer pad and all related lines, wires, voltage, ducts, cables, conduits, pipes, kiosks, meters, walls, doors and locking devices and any other items or services reasonably required to operate, maintain, repair or replace the hydro vault (the **"Hydro Vault"**);
 - (v) a potential fitness room, party room, private dining room, outdoor patio terrace and barbeques, games room, home theatre room and sauna to be located within the Strathcona Park Lands or the Grammercy Park Lands and subject to the registration of an Amendment to the Declaration for the Stanley Park Condominium to incorporate the lands on which such facilities are constructed as a phase within the Stanley Park Condominium (the **"Shared Amenity Areas"**);
 - (vi) the shared visitor parking area and vehicular turnaround located on each side of the boundary between the Stanley Park Condominium and Strathcona Park Lands on that part of the Stanley Park Lands described as Parts 2, 4, 6, 8, 9, 26 and 27 on Plan 4R-29460 and that part of the Strathcona Park Lands described as Part 1 on Plan 4R-29460 and all storm drainage systems servicing the shared parking area and entrance circle (the **"Shared Visitors Parking Area and Entrance Circle"**);
 - (vii) the physical components of the mechanical, electrical, ventilation, fire safety and security systems or other servicing systems that may, from

time to time, service the owners of or buildings constructed on more than one of the Stanley Park Lands, the Strathcona Park Lands, the Grammercy Park Lands or the North Lands (the "Shared Servicing Systems") provided however that the term Shared Servicing Systems shall exclude any servicing system(s) which serve and benefit only one of the Stanley Park Condominium or the future buildings constructed on the Strathcona Park Lands, the Grammercy Park Lands or the North Lands exclusively; and

- (viii) any other existing or future elements and/or services or alterations and/or additions to the Shared Facilities considered necessary by the parties hereto or their successors and assigns.
- (k) "Stanley Park Building" means the existing building and all future buildings constructed on the Stanley Park Lands.
- (l) "Stanley Park Condominium" means the condominium corporation to be created by registration of a Declaration and Description on title to the Stanley Park Lands pursuant to the Act and prior to such registration references in this Agreement to the Stanley Park Condominium shall include, where appropriate, the Stanley Park Owner. For the purposes of this Agreement, from and after the registration of the Declaration and Description on the Stanley Park Lands, the Stanley Park Condominium shall represent and act on behalf of the owners of the units and common elements in the Stanley Park Condominium.
- (m) "Stanley Park Lands" means the lands described in Schedule "A" to this Agreement and the units and common elements to be created by registration of a Declaration and Description on title to the Stanley Park Lands.
- (n) "Strathcona Park Building" means all future buildings constructed on the Strathcona Park Lands.
- (o) "Strathcona Park Completion Date" means the date on which any future building constructed on the Strathcona Park Lands is occupied.
- (p) "Strathcona Park Lands" means the lands described in Schedule "B" to this Agreement.

2.02 **Schedules**

The following Schedules to this Agreement form part of the Agreement:

Schedule "A" - Description of the Stanley Park Lands

Schedule "B" - Description of the Strathcona Park Lands

Schedule "C" - Description of the Grammercy Park Lands

Schedule "D" - Description of the North Lands

Schedule "E" - Site Plan for the Project

ARTICLE 3 **RESTRICTIONS ON USE OF SHARED PARKING AREA AND ENTRANCE CIRCLE** **PRIOR TO STRATHCONA PARK COMPLETION DATE**

- 3.01 In order to accommodate the construction of the Strathcona Park Building and in order to ensure workplace safety and establish clear lines of responsibility in connection with the use and occupancy of the Shared Visitor Parking Area and Entrance Circle located on or adjacent to the boundary between the Strathcona Park Lands and the Stanley Park Lands

during construction of the Strathcona Park Building, no Stanley Park Owner, nor any of his or her tenants, guests or invitees shall be entitled to access the Shared Visitor Parking Area and Entrance Circle or the Strathcona Park Lands prior to the Strathcona Park Completion Date, except for temporary vehicular and pedestrian access in such location(s) as the Strathcona Park Owner may determine in order to access the front entrance lobby and visitors parking located on the Stanley Park Lands, emergency access to and from the Stanley Park Building and such access as may be necessary to benefit from any Shared Servicing Systems that may be located on the Strathcona Park Lands, as contemplated in and required by this Agreement.

- 3.02 The restrictions on use of the Shared Visitor Parking Area and Entrance Circle in Article 3.01 shall not apply to the Strathcona Park Owner and its affiliates who shall be entitled to the use of the Shared Visitor Parking Area and Entrance Circle, or parts of it, the Shared Facilities and the Easements prior to the Strathcona Park Completion Date for the purposes of its construction, customer service, sales and marketing activities related to the Strathcona Park Lands.
- 3.03 Pending completion of the building to be constructed on the Strathcona Park Lands and the completion of the vehicular access and entrance circle to be constructed off Baseline Road, the Strathcona Park Owners may relocate the temporary vehicular and pedestrian access over the Strathcona Park Lands to the Stanley Park Condominium and to any Shared Visitor Parking Areas located on the Stanley Park Lands in order to accommodate construction of the Strathcona Park Building and Site Plan improvements to be constructed on the Strathcona Park Lands.

ARTICLE 4

OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE SHARED FACILITIES

- 4.01 Each of the Stanley Park Condominium and the Strathcona Park Owners, the Grammercy Park Owners and the North Lands Owners shall be responsible for the operation, maintenance, repair and replacement of all parts of the Shared Facilities, if any, that may be located on their respective lands from and after their respective Completion Dates. As and from these dates, the Stanley Park Condominium and each of the Strathcona Park Owners, the Grammercy Park Owners and the North Lands Owners shall:
 - (a) operate, maintain, repair, and replace the Shared Facilities located on their respective lands for the benefit of the Stanley Park Condominium, the Strathcona Park Owners, the Grammercy Park Owners and the North Lands Owners;
 - (b) prepare annual budgets for the maintenance, repair, replacement and general upkeep of the Shared Facilities located on their respective lands and revise such budgets as necessary to ensure the performance of their respective obligations under this Article 4;
 - (c) undertake periodic Reserve Fund Studies to establish the costs for major repair and replacement of the Shared Facilities located on their respective lands and provide a copy of any Study to the remaining parties within thirty (30) days of receipt of the Study;
 - (d) make, revise, amend and/or repeal rules and regulations related to the Shared Facilities located on their respective lands and make such other reasonable rules and regulations necessary to assist in the operation, maintenance, repair or replacement of such Shared Facilities;
 - (e) effect alterations and/or additions to the Shared Facilities as deemed necessary for the proper operation, maintenance, repair or replacement of the same, provided that the right to modify any Shared Facility shown on the Site Plan or required as a term of the site plan approval granted by the City of Ottawa as reflected in the registered Site Plan Agreement for the Stanley Park Lands, the

Strathcona Park Lands and the Grammercy Park Lands shall be subject to the consent of those Owners whose Lands or interests may be affected by the modification;

- (f) appoint personnel, agents or consultants to assist with the operation, maintenance, repair or replacement of the Shared Facilities, if required; and
 - (g) ensure that the Stanley Park Condominium and, following their respective Completion Dates, the Strathcona Park Owners, the Grammercy Park Owners and the North Lands Owners each arrange liability and property damage insurance as they may, in their discretion, deem advisable, insuring liability arising from the use, operation, maintenance, repair or replacement of the Shared Facilities and/or the exercise of related easements.
- 4.02 The consent of the Stanley Park Owners and/or the consent of the Stanley Park Condominium shall not be required and shall, if necessary, be deemed to have been given to any future site plan amendment related to the development of the Strathcona Park Lands or the Grammercy Park Lands, provided that the amendment or modification does not alter any of the Shared Facilities located within the Stanley Park Condominium or any of the common elements of the Stanley Park Condominium as such are defined in the Act and provided further that such amendments are not inconsistent with the Disclosure Statement issued to purchasers of units in the Stanley Park Condominium.
- 4.03 The obligations of the Stanley Park Condominium with respect to operation, maintenance, repair and replacement of the Shared Facilities located within the Stanley Park Condominium are confirmed as obligations of the Stanley Park Condominium in the Stanley Park Condominium Declaration. The obligations of any of the remaining parties shall be similarly confirmed in any Declaration or Amendment to Declaration that may be registered on title to the Strathcona Park Lands, the Grammercy Park Lands or the North Lands.
- 4.03 If any Owner defaults in its obligations to operate, maintain, repair and/or replace all or part of the Shared Facilities and shall fail to commence and complete all reasonable steps to cure such a default within thirty (30) days from receipt of notice of such default from any or all of the remaining parties, (except in emergencies in which event such steps to cure any default shall commence forthwith upon notification), then the remaining Owners or any of them shall be entitled to:
- (a) take all reasonable steps to cure the default, including, without limitation, the performance of maintenance, repair or replacement work, the hiring of contractors, the payment of any sum secured by lien, and/or the filing of a bond to discharge a lien. The Owner in default shall, upon demand, reimburse the Owner(s) undertaking the work for all costs and expenses paid or incurred in the exercise of such rights together with interest calculated in accordance with Article 6 of this Agreement; and
 - (b) make application to the Superior Court for an Order directing the Owner on whose lands the Shared Facilities are located to perform its obligations under this Agreement. All costs incurred by the remaining Owner(s) in connection with such application shall be paid by the Owner in breach, on a full indemnity basis.
- 4.04 Following the Strathcona Park Completion Date, the Strathcona Park Owners and the Stanley Park Condominium shall jointly be the occupiers of the Shared Visitor Parking Area and Entrance Circle for the purpose of the *Occupier's Liability Act*, RSO 1990 c. O.2.
- 4.05 The use of the Shared Facilities and the Easements by the Owners from time to time shall at all times be subject to and in accordance with the provisions of this Agreement.
- 4.06 No Owner shall interfere in any way with the rights and Easements granted to the others with respect to the Shared Facilities, nor commit any act or omission which would constitute a breach of statutory conditions applicable to any insurance covering the

Shared Facilities or which would void such insurance coverage or, except with the consent of the insurer, increase risks.

- 4.07 Each of the Owners shall indemnify each other from any and all claims, costs, damages, losses or liabilities suffered or incurred by the remaining Owners or any of them as a result of (or in connection with) the other's use, operation, maintenance, repair and/or replacement of the Shared Facilities, or any portion thereof, provided however that no Owner shall be indemnified for its own acts or instances of gross negligence or willful misconduct.

ARTICLE 5
COSTS TO OPERATE, REPAIR, MAINTAIN AND REPLACE
THE SHARED FACILITIES

- 5.01 Subject to the remaining provisions of this Article 5, each of the Owners shall pay their Proportionate Share of all costs related to the operation, maintenance, repair and replacement of the Shared Facilities.
- 5.02 Upon the Strathcona Park Completion Date, the Strathcona Park Owner will be responsible for its Proportionate Share of all costs associated with or incurred by the Stanley Park Condominium related to the operation, maintenance, repair and replacement of all of the Shared Facilities located on the Stanley Park Lands, as such Facilities are defined in Article 2 of this Agreement and in accordance with the cost sharing arrangements in this Article 5. The Stanley Park Condominium shall similarly be responsible for a Proportionate Share of all costs associated with or incurred by the Strathcona Park Owner related to the operation, maintenance, repair and replacement of all of the Shared Facilities located on the Strathcona Park Lands, as such Facilities are defined in Article 2 of this Agreement and in accordance with the cost sharing arrangements in this Article 5.
- 5.03 Upon the Grammercy Park Completion Date, the Grammercy Park Owner will be responsible for a Proportionate Share of all costs associated with or incurred by the Stanley Park Condominium related to the operation, maintenance, repair and replacement of all of the Shared Facilities located on the Stanley Park Lands, as such Facilities are defined in Article 2 of this Agreement and in accordance with the cost sharing arrangements in this Article 5. The Stanley Park Condominium shall similarly be responsible for a Proportionate Share of all costs associated with or incurred by the Grammercy Park Owner related to the operation, maintenance, repair and replacement of all of the Shared Facilities located on the Grammercy Park Lands, as such Facilities are defined in Article 2 of this Agreement and in accordance with the cost sharing arrangements in this Article 5, and the Strathcona Park Owners and the Stanley Park Condominium shall likewise be responsible for their Proportionate Share of all costs associated with or incurred by the Grammercy Park Owner related to the operation, maintenance, repair and replacement of all of the Shared Facilities located on the Grammercy Park Lands as such Facilities are defined in Article 2 of this Agreement and in accordance with the cost sharing arrangements in this Article 5.
- 5.04 For the purpose of determining the number of units, parking units shall not be counted and Commercial space shall be counted as one unit for every 1,000 square feet of occupiable space rounded up or down to the nearest 1,000 foot increment.
- 5.05 In the event that the North Lands benefit from or connect to any of the Shared Facilities the North Lands Owners shall contribute a Proportionate Share of all costs associated with or incurred by any of the remaining Owners with respect to the operation, maintenance, repair and replacement of those Shared Facilities as defined in Article 2 of this Agreement in which the Owners of the North Lands derive some benefit and the contribution to any such Shared Facilities shall be made in accordance with the cost sharing arrangements in this Article 5.
- 5.06 Prior to the respective Completion Dates of future buildings to be constructed on the Strathcona Park Lands, the Grammercy Park Lands and the North Lands, the Owners of such lands shall not be required to contribute to any costs relating to the Shared Facilities

and all such costs shall be paid by the Owners of such future buildings as are then occupied and that benefit from the Shared Facilities.

- 5.07 The cost of any work, repairs or services necessitated by the willful or negligent act or omission of any party hereto or of any of its occupants, employees, agents, contractors, licensees or invitees shall be paid by that party and not included in the costs related to the Shared Facilities that are to be allocated amongst the parties in the manner set forth in Article 5.

ARTICLE 6
PAYMENT AND COLLECTION OF AMOUNTS OWING
UNDER THIS AGREEMENT

Covenant to Pay

- 6.01 From and after their respective Completion Dates, each of the Owners shall calculate the total amount payable by the remaining Owners (if any) pursuant to Article 5 and otherwise as provided in this Agreement. Each of the Owners shall notify the others of the amount payable to the Owner from time to time to fulfil its obligations under the terms of this Agreement with respect to the Shared Facilities and/or Easements.
- 6.02 Upon receipt of notice, each of the Owners shall forthwith pay to the Owner who issued the notice, or its designated payment recipient, amounts specified in the notice to ensure the performance of its obligations under this Agreement and shall make such payment at such time or times determined by the Owner who issued the notice, regardless of when the cost or expense will be incurred and without any set-off or deduction for claims or matters in dispute between the parties.
- 6.03 The amount of the costs allocated to the Owners from time to time may be based on estimates, which estimates shall be determined by and in the discretion of the Owner on whose lands the Shared Facilities are located and in accordance with the terms of this Agreement. Such estimated allocation shall, upon written notice to the remaining Owners, be binding upon such Owners, provided that any party to this Agreement may deliver notice to the other disputing the amount or the allocation of any expense related to the Shared Facilities and in that event, the dispute shall be determined by arbitration in accordance with Article 8 of this Agreement.
- 6.04 The Owners may, at any time and from time to time, notify the remaining Owners, and/or their managers or representatives, as the case may be, that additional funds are necessary in order to operate, maintain, repair or replace any part of the Shared Facilities or to increase contributions to the reserve funds to provide for major repair and replacement of the Shared Facilities and upon such notice having been given, such amended amount shall be binding upon and payable by the Owners responsible for such costs under the terms of this Agreement. Any notice of an increase in the estimated costs payable by the Owners shall set out in detail the reason for the increase.

Collection of Amounts Owed

- 6.06 Any Owner may request that payment of amounts payable by the remaining Owners with respect to Shared Facilities pursuant to this Agreement be made by delivery of a series of regular post-dated cheques for the estimated cost of performance by such Owner, of its obligations under this Agreement with respect to the Shared Facilities that are located on its Lands.
- 6.07 All payments received on account of the Shared Facilities are to be held by the Owner collecting them, in trust for the benefit of the remaining Owners who have the benefit of or an interest in such facilities pursuant to the Easements and this Agreement.
- 6.08 Each of the Owners who receives payment on account of the Shared Facilities shall maintain a separate interest bearing trust accounts in respect of the Shared Facilities located on its lands and shall contribute amounts to that separate account which are

reasonably expected to provide for that Owners' share of the cost of major repair and replacement of those Shared Facilities (the "Reserve Fund"). In order to assist in determining amounts reasonably required to be contributed to the Reserve Fund, the Owner on whose land the Shared Facilities are located shall arrange periodic Reserve Funds Studies in accordance with Section 94 of the *Act* to establish the cost for major repair and replacement of the Shared Facilities and each Owner shall then be required to contribute its Proportionate Share of the total contribution recommended by the study to their respective Reserve Funds.

- 6.09 All amounts payable by the Owners of Lands on which there is registered a Declaration and Description pursuant to the *Act* shall form part of the common expenses of the respective condominium corporations (if any) and shall be payable by the unit owners as such.

Default in Payment of Amounts Owed

- 6.10 If any Owner is in default of its obligation to pay any amounts owing under this Agreement when due, the amount in arrears shall bear interest in favour of the Owner entitled to such payment, at a rate of interest which is the greater of:

- (i) 15% per annum, calculated monthly; and
- (ii) a rate which is equal to five percent (5%) per annum above the prime lending rate of the Royal Bank of Canada on the date of each default.

(the "Default Interest Rate").

- 6.11 If the failure to pay continues for a period of thirty days or more, the Owner who is entitled to such payment may commence an application under the Rules of Civil Procedure for an order directing the Owner then in default to pay to the Owner entitled to such payment the amounts owing together with all amounts owing on account of costs and expenses incurred by the Owner entitled to such payment in connection with the collection of the amounts owing, including all costs of any legal proceedings on a solicitor and client basis. The Owner in default shall be required to pay the amounts so ordered within five (5) business days of such Order.

ARTICLE 7 **EASEMENTS**

- 7.01 The Declaration and Description for the Stanley Park Condominium will include the benefit of Easements and will be subject to the reservation of Easements in favour of the Strathcona Park Lands, the Grammercy Park Lands and the North Lands in addition to easements existing as at the date that the Declaration and Description for the Stanley Park Condominium is registered. Such Easements are intended to accommodate the use and enjoyment of the Shared Facilities, the demolition of any existing buildings on the North Lands, and the development and future construction of new buildings on the Strathcona Park Lands, the Grammercy Park Lands and the North Lands.

- 7.02 The Easements granted by the Stanley Park Condominium in favour of the Strathcona Park Lands, the Grammercy Park Lands and the North Lands for the purpose of development of and future construction on such lands and the Easements reserved over the Stanley Park Lands and other lands for the purpose of the Shared Facilities are granted on the following terms and conditions that are mutually covenanted and agreed to by and between the Owners:

- (a) The Owner exercising its easement in the course of development and construction shall be responsible for any damage to the lands over which the Easement is granted that is caused directly or indirectly by the acts or omissions of the Owner or of persons acting under their authority in the course of using, exercising or enjoying the Easements.

- (b) The Owner exercising the Easement shall indemnify and save the other Owners harmless from and against any and all claims, costs and damages which such Owners may suffer or incur as a result of another Owner's use, exercise, or enjoyment of its easement or rights. Upon completion of any work undertaken pursuant to an Easement, the Owner exercising the Easement shall, at its expense, restore the lands over which the Easement has been exercised as necessary to correct any condition resulting from the exercise of the Easements.
- (c) The Strathcona Park Owner, the Grammercy Park Owner and the North Lands Owner enjoy the benefit of an Easement to connect to the underground parking garage and drive aisles located on Level A of the Stanley Park Condominium. Such easement shall include the right to remove the existing garage walls and related mechanical and structural components and to connect to the existing parking garage in the vicinity of the connection points identified in the easement only. Such Owners shall also have the right to relocate the existing ramp for the Stanley Park Condominium parking garage, currently located along the easterly boundary of the North Lands connected to Draper Avenue, to another location on the Strathcona Park Lands, the North Lands or the Grammercy Park Lands, provided that the dimensions of the ramp and garage entrance way shall not be adversely affected through relocation and provided further that the removal of the existing ramp cannot be commenced until construction of the replacement ramp has been completed.
- (d) Parking spaces located in the parking garages constructed within any of the lands may be disrupted temporarily during the connection of the parking garages and/or the relocation of the garage ramp.
- (e) Surface parking that may be subject to Easements in favour of the remaining Owners may be subject to disruption from time to time as a result of construction, excavation, and shoring on the remaining lands, provided that where surface parking that is intended to accommodate the occupants of a building located on other lands is disrupted by construction, the party undertaking construction shall provide reasonable temporary alternate parking for such occupants at some other location within the lands for the duration of any disruption.
- (f) Notwithstanding any rule of law or equity, all equipment and appurtenances installed under, on or above or brought onto, laid on or erected upon the lands of another Owner pursuant to the rights granted in the Easements and in connection with the development and/or construction of future buildings and site improvements shall remain the property of the Owner undertaking construction and/or development, notwithstanding that the same may be annexed to or affixed to the lands and/or the building, and may be removed in whole or in part at any time, and from time to time, by the Owner exercising such Easement.
- (g) The Owner exercising the Easement may permanently relocate any services and utilities on or to the lands over which the Easement is enjoyed, provided that such relocation is necessary to accommodate construction and that following such relocation there is no resulting change in the level of service provided to the Owners of such lands and no material impact on their use and enjoyment of their lands.
- (h) The Owners shall be entitled to exercise the Easements, including any Easements for construction, without prior notice to the Owners affected by the exercise of the Easement or rights of its intention to do so, provided that where any service to the lands over which the Easement is granted is to be temporarily disrupted as a result of the exercise of such rights, reasonable notice shall be given to the Owner of the Lands over which the Easement is granted and every effort shall be made and every measure taken to minimize the resulting impact of any disruption.

- (i) All work undertaken pursuant to the Easements and any work undertaken with respect to the operation, maintenance, repair or replacement of any part of the Shared Facilities shall be done with reasonable speed, due diligence, in a good and workmanlike manner and in such a manner as to minimize, to the extent reasonably possible, disruption of the use and enjoyment of the Easements, the Shared Facilities and the use of the lands over which the Easement is granted.
 - (j) The parties acknowledge that there may be some disruption of quiet enjoyment in the course of construction on the remaining lands and agree that all work undertaken will comply with applicable noise by-laws.
 - (k) In its exercise of the Easements for the purpose of construction, the Owners shall comply with every applicable statute, law, by-law, rule or regulation applicable to or affecting such work or otherwise affecting the Lands in relation to or as a result of such work, including, without limitation, the *Construction Lien Act* and the *Occupational Health and Safety Act* of Ontario.
- 7.03 Where the Easements permit an Owner to connect to the underground parking garage of another Owner, such connection shall be confined to those locations identified in the grant of Easement, as such location may be amended from time to time with consent of the parties affected.
- 7.04 In the event that the current proposal for the development of the Strathcona Park Lands and/or the Grammercy Park Lands is amended, the Owners of such Lands shall retain the benefit of and shall remain subject to all Easements granted over the Stanley Park Lands and or the Strathcona Park Lands as the case may be.
- 7.05 The Strathcona Park Owner, the Grammercy Park Owner and/or the North Lands Owner may request that any and all blanket Easements over their respective lands governed by this Agreement and created in the Declaration and Description for the Stanley Park Condominium be released. The Owners benefitting from such Easements agree to consent to such release, provided that in exchange for such release and immediately prior to registration of such release, a specific Easement is granted in their favour over those parts of the lands on which the Shared Facilities in question are located, and provided further that the costs of the reference plan and severance (if any) that may be required in order to grant the specific Easement shall be paid by the Owner of the lands upon which the original blanket easement was created.
- 7.06 Where a condominium is registered on title to any of the lands, including by way of Amendment to the Declaration and Description of the Stanley Park Condominium in order to add subsequent phases, all Easements over the lands included in such condominium granted in the Declaration of the Stanley Park Condominium shall be deemed to be confined to the common elements of such condominium and/or phase. In such circumstances, the Owners agree that any existing blanket Easements will be released and replaced with new easements created in the Declaration or Amendment to Declaration, such that the prior blanket easements extend over the common elements only and do not encumber any of the units.
- With the exception of any Easement granted over Part 15 on Plan 4R-29460, any Easement that might be claimed by an Owners over a unit within the meaning of the Act will be released upon registration of the Declaration and Description and/or Amendment to Declaration and Description on such Lands.
- 7.07 The Declaration of the Stanley Park Condominium and the Declaration(s) of any future condominium that may be registered on any of the remaining lands will include a provision that requires the Condominium to release any blanket easements reserved over the remaining lands and to accept a grant of specific easement in its place, as appropriate to restrict the limits of the Easements granted to those parts of the lands on which the Shared Facilities are actually located. The acceptance of a deed or transfer to a unit in the Stanley Park Condominium or in any future condominium that may be registered on any of the remaining lands shall constitute an agreement on the part of the Owner of such unit to consent to any By-law and/or provide any approvals that may be required to

give effect to the release of the blanket Easements and the replacement of the blanket Easements with specific Easements.

- 7.08 The parties agree that the extent and the definition of Shared Facilities are subject to change following the completion of future development on the remaining Lands. The parties agree to execute such further documents and make such amendments to this Agreement and to their respective Easements as necessary to give effect to the intent and purpose of this Agreement as buildings on the remaining lands are constructed and occupied.

ARTICLE 8 ARBITRATION

- 8.01 If there is any dispute, difference or question related to this Agreement or any matter which is not covered by the provisions of this Agreement, then the dispute, difference or question shall be referred to arbitration. The arbitration shall be conducted by one (1) person, who shall be appointed by mutual agreement between the parties engaged in the dispute within ten (10) days of one party notifying the other in writing of the matter in dispute, or failing agreement with respect to the appointment of the arbitrator, in accordance with the provisions of the *Arbitration Act, S.O. 1991 c. 17*.

ARTICLE 9 SUCCESSORS AND ASSIGNS

- 9.01 This Agreement shall be binding upon, and shall enure to the benefit of the parties hereto and their respective successors and assigns, and is intended to run with the Lands described in Schedules "A" and "B" "C" and "D".
- 9.02 The parties hereto consent to the registration of this Agreement against the title to the Stanley Park Lands, the Strathcona Park Lands, the Grammercy Park Lands and the North Lands and hereby acknowledge, confirm and agree that this Agreement shall be deemed and construed to run with the title to each of such properties and shall be binding upon the successors in title to each of such properties.
- 9.03 The Owners acknowledge and agree that Redwood, as Declarant of the Stanley Park Condominium, and as vendor or Declarant of any building constructed on any of the remaining lands, is and shall be released, relieved and fully discharged from all obligations under this Agreement immediately upon the sale of such lands, except for liabilities outstanding at the relevant Completion Date for such land(s), and the successors and assigns of Redwood, or any condominium corporation that may come into being upon registration of a Declaration and Description on such lands, shall assume all obligations of Redwood under this Agreement from and after the closing of the sale.
- 9.04 The Owners acknowledge and agree that if any of the remaining lands are added as a phase to the Stanley Park Condominium, the provisions of this Agreement, as they apply to the Stanley Park Condominium and the lands added as a phase, will become redundant and all provisions regarding shared facilities between the Stanley Park Condominium and the lands added as a phase will be governed by the Declaration of the Stanley Park Condominium, as amended.

ARTICLE 10 MISCELLANEOUS

10.01 Further Assurances

The parties agree to sign such further and other papers, cause such meetings to be held and resolutions passed, exercise their vote and influence, do and perform and cause to be

done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement.

10.02 Alterations to Grade

Following their respective Completion Dates, the parties shall not alter, repair, demolish, remove or replace any part of the Shared Facilities, nor interfere with any drainage established on any of the Lands except in accordance with approved grading and drainage plans.

10.03 Lot Line Adjustments

The Owners acknowledge and agree that the legal descriptions of any of the Stanley Park Lands, the Strathcona Park Lands, the Grammercy Park Lands and the North Lands may be subject to future change to accommodate lot line adjustments or other reconfiguration of the lands and the parties agree to enter into an Agreement that amends the descriptions set out in Schedules "A" through "D" of this Agreement if and when such legal descriptions change.

10.04 Notices

The delivery of any notice required to be given to any of the Owners shall be effective upon personal delivery or, if mailed, shall be deemed to be delivered four (4) days after the date of mailing if mailed by prepaid first class post addressed to the party at the last recorded address as shall be provided from time to time.

10.05 Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

10.06 Severability

Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this Agreement.

10.07 Interpretation

This Agreement shall be read with all changes of gender and number required by the context.

DATED at Toronto, this 19 day of May, 2016.

REDWOOD RESIDENCES LIMITED

as current Owner of the Stanley Park Lands, on behalf of the future condominium corporation to be registered on title to the Stanley Park Lands and on behalf of all future Owners of units in the proposed Stanley Park Condominium

Per: Samuel A. Grosz, President

I have authority to bind the Corporation.

REDWOOD RESIDENCES LIMITED

as current Owner of the Strathcona Park Lands, on
behalf of any future owner of the Strathcona Park
Lands

Per: 
Samuel A. Grosz, President

I have authority to bind the Corporation.

REDWOOD RESIDENCES LIMITED

as current Owner of the Grammercy Park Lands and
on behalf of any future owner of the Grammercy Park
Lands

Per: 
Samuel A. Grosz, President

I have authority to bind the Corporation.

REDWOOD RESIDENCES LIMITED

as current Owner of the North Lands and
on behalf of any future owner of the North Lands

Per: 
Samuel A. Grosz, President

I have authority to bind the Corporation.

**STANLEY PARK, STRATHCONA PARK, GRAMMERCY PARK
AND NORTH LANDS**

JOINT USE, EASEMENT AND COST SHARING AGREEMENT

SCHEDULE "A"

Legal Description of the Stanley Park Lands

Part of Block G, Plan 447761, being Parts 2, 4 to 27, Plan 4R-29460, City of Ottawa
PIN 03947-0248 (LT)

March 22, 2016

**STANLEY PARK, STRATHCONA PARK, GRAMMERCY PARK
AND NORTH LANDS**

JOINT USE, EASEMENT AND COST SHARING AGREEMENT

SCHEDULE "B"

Legal Description of the Strathcona Park Lands

Part of Block G, part of Morrison Court as closed by CR483411, Plan 447761, being
Part 1, Plan 4R-29460, City of Ottawa

PIN 03947-0247 (LT)

**STANLEY PARK, STRATHCONA PARK, GRAMMERCY PARK
AND NORTH LANDS**

JOINT USE, EASEMENT AND COST SHARING AGREEMENT

SCHEDULE "C"

Legal Description of the Grammercy Park Lands

Part of Block G, part of Morrison Court as closed by CR483411, Plan 447761, being
Parts 3 and 28, Plan 4R-29460, City of Ottawa

PIN 03947-0249 (LT) (Part)

March 22, 2016

**STANLEY PARK, STRATHCONA PARK, GRAMMERCY PARK
AND NORTH LANDS**

JOINT USE, EASEMENT AND COST SHARING AGREEMENT

SCHEDULE "D"

Legal Description of the North Lands

Part of Block G, part of Morrison Court as closed by CR483411, part of Draper court as closed by CR483411, Plan 447761, being Parts 1, 6, 7, 8, 9, 10, 11, 14, Plan 4R-27845, save and except part of Block G, Plan 447761, being Part 1, Plan 4R-27961, save and except Part of Block G, part of Morrison Court as closed by CR483411, Plan 447761, being Parts 3 and 28, Plan 4R-29460, City of Ottawa

PIN 03947-0249 (LT) (Part)

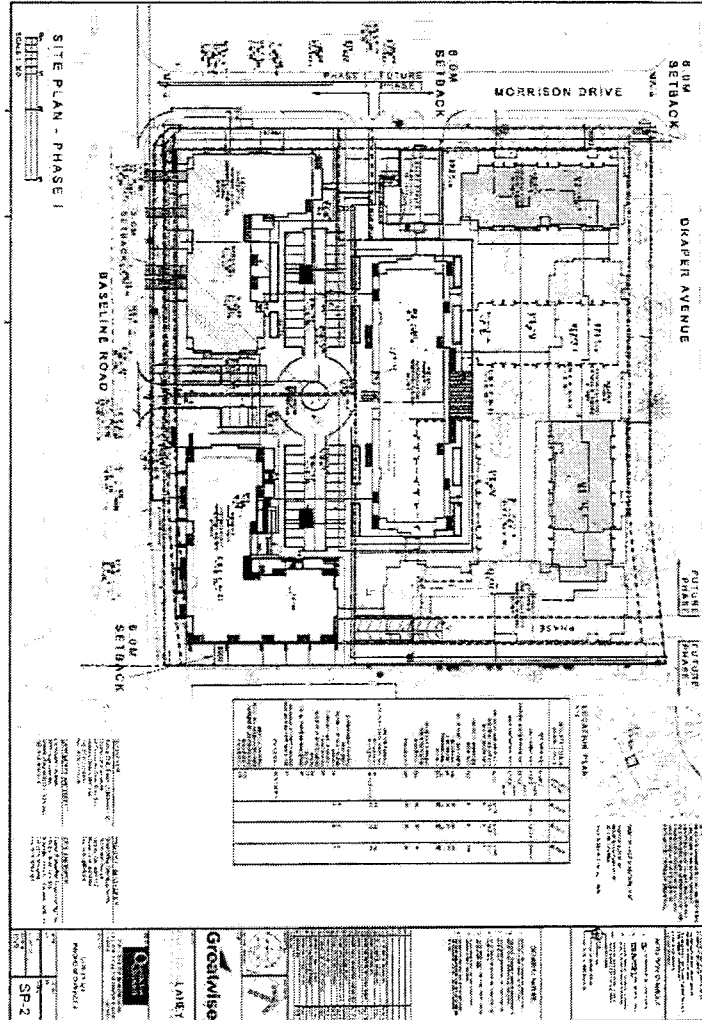
March 22, 2016

STANLEY PARK, STRATHCONA PARK, GRAMMERCY PARK
AND NORTH LANDS

JOINT USE, EASEMENT AND COST SHARING AGREEMENT

SCHEDULE "E"

SITE PLAN



March 22, 2016