

SUMMARY OF EASEMENTS

Provided by Mike McDonald of Soloway Wright LLP, on June 13, 2023

3095 Palladium Drive, Ottawa

PIN 04508-0151 (LT): BLOCK 14, PLAN 4M-1566; S/T and T/W easements; City of Ottawa ("**Block 14**"; roughly outlined in Red in attached)

As of June 13, 2023

	Inst. No.	Date	Instrument Type	Description
1.	OC1720687	2015/09/10	Notice	<p>Mutual Easement and Operating Agreement ("Cabela's CSA") between Cabela's Retail Canada Inc. ("Cabela's"), as owner of Part 1, 4R-28887, and West Ottawa Land Holdings Inc. ("West Ottawa"), as owner of Blocks 1, 2, 14, 4M-1566, which, among other things:</p> <ul style="list-style-type: none"> • Grant of mutual easements for access, drainage, utility and other servicing as between Cabela's lands and Blocks 1, 2 and 14, to be more particularly described in easements to be conveyed with consent once improvements completed (e.g. easements as in OC2259232 and OC2259234) • Mutual right of access for parking by customers only (excludes owners, tenants and employees) free of charge • Easements expressly do not include lands occupied by buildings/structures • Parties responsible for maintaining improvements on own property • Cabela's has right to use up to 33% of pylon signs at intersections with Campeau Dr. (on Block 1) and Palladium Dr. (on Block 2, south of Block 14); Cost sharing equal to proportion of usage • Establishes no-build area prohibiting anything but parking and related improvements and landscaping in certain areas. Affects road lying along south east boundary of Blocks 1 and 14. • <u>Restrictive Covenants – Blocks 1 and 14 cannot be used for:</u> <ul style="list-style-type: none"> ○ <u>retail of: taxidermy, boating, fishing, camping, hunting, firearms, ammunition, knives, hunting or archery products; or operation of archery range</u> ○ <u>automobile sale and repair shops, auction or bulk sale stores, religious facilities or manufacturing (see Section 3.5)</u>

				<ul style="list-style-type: none"> ○ <u>operation of certain brands/companies (enumerated in Section 3.3(b))</u> ○ Foregoing does not prohibit such uses in lesser of (a) 1% of gross sales floor area across Blocks 1, 2 and 14 lands and (b) 10,000 square feet ● <u>Prohibits “Nuisance Uses” – definition provided in Section 3.4</u> ● Typical insurance and remedy provisions (including self-help)
2.	OC1776587	2016/04/04	Transfer Easement	Blanket easement in favour of Rogers Communications Inc. (“ Rogers ”) for the provision of telecommunication services. Affects entirety of Block 14.
3.	OC1805625	2016/07/14	Transfer Easement	City access easement for public access over Parts 1, 2 & 3, 4R-29607, including private road along south west boundary of Block 14.
4.	OC1840611	2016/10/28	Notice	Amendment to Cabela’s CSA (OC1720687) shrinking the no-build area (no impact on Block 1 or Block 14).
5.	OC1857392	2016/12/29	Notice	<p>Retail Mutual Easement Agreement (“Kanata West CSA”) between Kanata West Centre Inc. (“Kanata West”), as owner of Block 2, and West Ottawa, as owner of Blocks 1 & 14, 4M-1566, which, among other things:</p> <ul style="list-style-type: none"> ● Grants non-exclusive access, drainage, utility and servicing easements as between Kanata West’s Lands (Block 2) and Blocks 1 & 14, to be more particularly described in easements to be conveyed with consent once improvements completed (e.g. easements as in OC2259230 and OC2259233) ● Mutual right of access for parking by customers only (excludes owners, tenants and employees) free of charge ● Easements expressly do not include lands occupied by buildings/structures ● Parties responsible for maintaining improvements on own property ● <u>Pylons on Block 1 and Block 2 are to be shared “in proportion and extent set out in [this Section]”</u> NOTE: no proportions set out ● Typical insurance and remedy provisions (including self-help)
6.	OC2259102	2020/09/21	Notice	<p>Amendment to Kanata West CSA (OC1857392) providing that:</p> <ul style="list-style-type: none"> ● Transformer located somewhere on Blocks 1 & 14 is to be shared with Block 2. Cost to install and maintain shared: Kanata West – 51.16%; West Ottawa – 48.84%

				<ul style="list-style-type: none"> All lighting for driveways, parking lots and pylon signs to be controlled by one kiosk. Cost to install, repair and operate shared: Kanata West – 51.16%; West Ottawa – 48.84%; save and except pylon utility usage, which shall be shared based on use of space on sign. <u>NOTE: No proportions for space allocation provided</u>
7.	OC2259230	2020/09/21	Transfer Easement	<p>Grant of Easement burdening Parts 3, 8, 9, 10 & 11, Plan 4R-33025 (part of Block 2; owned by Kanata West) in favour of Blocks 1 & 14, for:</p> <ul style="list-style-type: none"> Access – Parts 3, 10 & 11, 4R-33025 Storm – Parts 3, 8, 9, 10 & 11, 4R-33025 Servicing – Blanket <p>All subject to Agreement as in OC1857392 (Easements expressly do not include lands occupied by buildings/structures)</p>
8.	OC2259232	2020/09/21	Transfer Easement	<p>Grant of Easement burdening Parts 4, 14 & 15, 4R-33025 (part of Block 1) and Parts 1, 2, 6 & 7, 4R-33025 (part of Block 14), in favour of Part 1, 4R-28887 (Cabela's), for:</p> <ul style="list-style-type: none"> Access – Parts 1, 2, 4, 6, 7, 14 & 15, 4R-33025 Sanitary – Parts 1, 2, 4, 14 & 15, 4R-33025 Gas - Part 15, 4R-33025 Servicing – Blanket <p>All subject to Agreement as in OC1720687 (Easements expressly do not include lands occupied by buildings/structures)</p>
9.	OC2259233	2020/09/21	Transfer Easement	<p>Grant of Easement burdening Parts 4, 14 & 15, 4R-33025 (part of Block 1) and Parts 1, 2, 6 & 7, 4R-33025 (part of Block 14), in favour of Block 2 (Kanata West), for:</p> <ul style="list-style-type: none"> Access – Parts 1, 2, 4, 6, 7, 14 & 15, 4R-33025 Sanitary – Parts 1, 2 & 6, 4R-33025 Storm – Part 6, 4R-33025 Servicing – Blanket <p>All subject to Agreement as in OC1857392 (Easements expressly do not include lands occupied by buildings/structures)</p>
10.	OC2259234	2020/09/21	Transfer Easement	<p>Grant of Easement burdening Parts 5, 12 & 13, Plan 4R-33025 (Cabela's lands) in favour of Blocks 1 & 14, for:</p>

				<ul style="list-style-type: none"> • Access – Parts 12, 4R-33025 • Storm – Part 5, 4R-33025 • Hydro – Part 13, 4R-33025 • Watermain – Blanket <p>All subject to Agreement as in OC1857392 (Easements expressly do not include lands occupied by buildings/structures)</p>
11.	OC2259296	2020/09/21	Notice	<p>Amending Cabela’s CSA (OC1720687) providing, among other things:</p> <ul style="list-style-type: none"> • Updates Cabela’s name to “Cabela’s Retail Canada ULC” • Updates defined terms • Confirms completed permanent easement conveyances for Access, Utilities and Servicing as in OC2259232 and OC2259234
12.	OC2259366	2020/09/21	Notice	<p>Amending Kanata West CSA (OC1857392) providing, among other things:</p> <ul style="list-style-type: none"> • Confirms completed permanent easement conveyances for Access, Utilities and Servicing as in OC2259233 and OC2259230
13.	OC2434885	2021/12/13	Transfer Easement	<p>Grant of Easement burdening Parts 4, 14 & 15, 4R33025 (part of Block 1; owned by West Ottawa) in favour of Block 14 (owned by 100019871 Ontario Inc. (“Royal”)), for:</p> <ul style="list-style-type: none"> • Access – Parts 4, 14 & 15, 4R-33025 • Servicing (Blanket) <p>All subject to Agreement as in OC2434886 (Easements expressly do not include lands occupied by buildings/structures)</p>
14.	OC2434886	2021/12/13	Notice	<p>Mutual Easement and Operating Agreement (“Ottawa West CSA”) between West Ottawa, as owner of Block 1, and Royal, as owner of Block 14, providing, among other things:</p> <ul style="list-style-type: none"> • Royal assumes obligations under OC1857392 as they relate to Block 14 (and 19.89% proportionate share) • Easements as in OC2603279 and OC2434885 are subject to same terms as in Kanata West CSA
15.	OC2603279	2023/06/08	Transfer Easement	<p>Grant of Easement burdening Parts 1, 2, 6 & 7, 4R33025 (part of Block 14) in favour of Block 1 (West Ottawa), for:</p>

				<ul style="list-style-type: none"> • Access – Parts 1, 2, 6 & 7, 4R-33025 • Sanitary and Storm – Parts 1 & 2, 4R-33025 • Servicing (Blanket) <p>All subject to Agreement as in OC2434886 (Easements expressly do not include lands occupied by buildings/structures)</p>
16.	OC2603280	2023/06/08	Transfer Easement	Grant of Easement burdening Parts 5 & 6, 4R-35309 (part of Block 14) in favour of Block 2, save and except Parts 1-4, 4R-33022 and Part 1, 4R-34709 (Kanata West) for the purposes of a hydro transformer and servicing.
17.	OC2603281	2023/06/08	Transfer Easement	Grant of Easement burdening Parts 5 & 6, 4R-35309 (part of Block 14) in favour of part of Block 2, being Part 1, 4R-34709 (owned by Blinds to Go Inc.) for the purposes of a hydro transformer and servicing.

