

26th May 1981

Campeau - City of Kanata 40% Open Space Agreement

APPLICATION TO REGISTER
NOTICE OF AN AGREEMENT
THE LAND TITLES ACT SECTION 74

TO: THE LAND REGISTRAR

FOR THE LAND TITLES DIVISION OF OTTAWA-CARLETON NO. 4

I, THE CORPORATION OF THE CITY OF KANATA
being interested in the lands entered
as Parcel 6-1 and 5-1
in the Register for Section March-1 and March-2 respectively
or which CAMPEAU CORPORATION
is the registered Owner
hereby apply to have Notice of an Agreement dated the
26th day of May, 1981
made between CAMPEAU CORPORATION and THE CORPORATION OF THE CITY OF
KANATA
entered on the parcel register.:
The evidence in support of this Application consists of:

1. An executed copy of the said Agreement

This Application is not being made for any fraudulent or improper
purpose.
My address for service is 150 Katimavik, Kanata, Ontario.

THE CORPORATION OF THE CITY OF KANATA


by its Solicitor
DOUGLAS KELLY

THE CORPORATION OF THE CITY OF KANATA

by its Solicitor. DOUGLAS KELLY

THIS AGREEMENT made in triplicate this 26th day of May 1981.

BETWEEN:

CAMPEAU CORPORATION, a body corporate and politic, incorporated under the laws of the Province of Ontario, having its Head Office in the City of Nepean,

Hereinafter called "Campeau"

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF KANATA

Hereinafter called "Kanata"

OF THE SECOND PART

WHEREAS Campeau has applied to The Regional Municipality of Ottawa-Carleton (hereinafter called the "Region") to amend its Official Plan to permit the development of the 'Marchwood Lakeside Community' in the City of Kanata in accordance with the plans proposed by Campeau;

AND WHEREAS Campeau has proposed to designate approximately forty (40%) percent of the development area as recreation and open space and the parties are desirous of entering in this agreement to establish the principles relating to Campeau's offer;

AND WHEREAS the Region has agreed to amend its Official Plan in accordance with Campeau's request;

THEREFORE this agreement witnesseth that for and in consideration of One Dollar paid by Kanata to Campeau (receipt of which is acknowledged), and the mutual covenants contained herein:

1. This Agreement shall apply to the lands described in Schedule "A" attached hereto.

REGIONAL OFFICIAL PLAN

2. Campeau and Kanata mutually covenant and agree to support the application by the Region for approval of Official Plan Amendment No. 24 to the Official Plan of the Ottawa-Carleton Planning Area which is attached hereto as Schedule "B".

PRINCIPLE OF PROVISION OF 40% OPEN SPACE AREAS

3. Campeau hereby confirms the principle stated in its proposal that approximately forty (40%) percent of the total development area of the 'Marchwood Lakeside Community' shall be left as open space for recreation and natural environmental purposes which areas consist of the following:
 - a) the proposed 18 hole golf course
 - b) the storm water management area
 - c) the natural environmental areas
 - d) lands to be dedicated for park purposes.
4. (1) The location of the lands to be provided for the 18 hole golf course shall be mutually agreed between the parties;

(2) The lands set aside for the major storm water management area is shown generally as part of the Environmental Constraints Area on Schedule "2" of Official Plan Amendment No. 24, the exact boundaries of this area and the location and boundaries of the remainder of the storm water management system shall be mutually agreed between the parties.

(3) The lands set aside for the natural environmental areas are shown generally on Schedule "2" of the proposed Official Plan Amendment No. 24 attached as Schedule "B" hereto as Environmental Area Class 1 and 2 and part of the Environmental Constraint Area provided that the exact boundaries of these areas shall be mutually agreed between the parties.

(4) The lands to be dedicated for park purposes will be determined at the time of the development applications in accordance with The Planning Act.

METHODS OF PROTECTION

5. (1) Campeau covenants and agrees that the land to be provided for the golf course shall be determined in a manner mutually satisfactory to the parties and subject to subparagraphs 2 and 3 shall be operated by Campeau as a golf course in perpetuity provided that Campeau shall at all times be permitted to assign the management of the golf course without prior approval of Kanata.

(2) Notwithstanding sub-paragraph (1), Campeau may sell the golf course (including lands and buildings) provided the new owners enter into an agreement with Kanata providing for the operation of the golf course in perpetuity, upon the same terms and conditions as contained herein.

(3) In the event Campeau has received an offer for sale of the golf course it shall give Kanata the right of first refusal on the same terms and conditions as the offer for a period of twenty-one (21) days.

(4) In the event that Campeau desires to discontinue the operation of the golf course and it can find no other persons to acquire or operate it, then it shall convey the golf course (including lands and buildings) to Kanata at no cost and if Kanata accepts the conveyance, Kanata shall operate or cause to be operated the land as a golf course subject to the provisions of paragraph 9.

(5) In the event Kanata will not accept the conveyance of the golf course as provided for in sub-paragraph (4) above then Campeau shall have the right to apply for development of the golf course lands in accordance with The Planning Act, notwithstanding anything to the contrary contained in this agreement.

6. Campeau shall convey the lands set aside for the storm water management system to Kanata at no cost when the lands are capable of definition by Plans of Survey or Plans of Subdivision being developed in the vicinity of the storm water management system.

7. Campeau shall convey the natural environmental areas to Kanata at no cost when the lands are capable of definition by Plans of Survey or Plans of Subdivision being developed in the vicinity of the open space and natural environmental areas.

8. Campeau shall convey to Kanata at no cost the land for park purposes upon the development of lands in accordance with The Planning Act.

9. In the event that any of the land set aside for open space for recreation and natural environmental purposes ceases to be used for recreation and natural environmental purposes by Kanata then the owner of the land, if it is Kanata, shall reconvey it to Campeau at no cost unless the land was conveyed to Kanata as in accordance with Section 33(5) (a) or 35b of The Planning Act.

10. It is the intent of the parties that this agreement shall establish the principle as proposed by Campeau to provide 40% of the land in the 'Marchwood Lakeside Community' as open space, however, as development occurs and plans are finalized, further agreements concerning specific open space areas may be required to implement this principle and to provide for the construction of works in these areas.

11. This agreement shall be binding on the parties and have full force and effect when Official Plan Amendment No. 24 to the Official Plan of the Ottawa-Carleton Planning Area is approved by either The Minister of Housing or the Ontario Municipal Board.

12. This agreement shall be registered against the lands described in Schedule "A" provided that when any part of the lands are severed or approved for development in accordance with the Planning Act, Kanata at the request of Campeau shall provide a release of this agreement for those specific lands severed or approved for development provided that the specific lands do not contain any of the open space land designated by this agreement and provided further that the principles confirmed by the terms and conditions of this agreement are maintained.

13. It is agreed and declared that this agreement and covenants, provisos, conditions and schedules herein shall enure to the benefit of and be binding upon the respective successors or assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their corporate seals, attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED in the presence of

CAMPEAU CORPORATION

President

Vice-President and Secretary

THE CORPORATION OF THE CITY OF KANATA

MAYOR

CLERK

SIGNED, SEALED AND DELIVERED
in the presence of

CAMPEAU CORPORATION

R.B. McIntyre

PRESIDENT

D. Macnold

VICE PRESIDENT AND SECRETARY

THE CORPORATION OF THE CITY
OF KANATA

William McIlhenny

MAYOR

R. Stuyke

CLERK

SCHEDULE A

To An agreement, dated May 26, 1981,
between CAMPEAU CORPORATION and the
Corporation of the City of Kanata

- FIRSTLY: All and singular that certain parcel or tract of land and premises, situate, lying and being now in the City of Kanata formerly Township of March, in the Regional Municipality of Ottawa-Carleton and being those parts of Lots 7, 8 and 9, Concession 3, in the original Township of March, County of Carleton, designated as parts 1, 3, 4, 7 and 8 of a plan of survey of record in the Land Registry Office for the Registry Division of Carleton (No. 5) on October 6, 1976 as No. 5R-2702.
- SECONDLY: All and singular that certain parcel or tract of land and premises, situate, lying and being now in the City of Kanata formerly Township of March, in the Regional Municipality of Ottawa-Carleton and being composed of those parts of Lot 6 and 7, Concession 3, in the original Township of March, County of Carleton, designated as Parts 3, 4 and 6 on a plan of survey of record deposited in the Land Registry Office for the Registry Division of Carleton (No. 5) on October 13, 1976 as No. 5R-2710.
- THIRDLY: All and singular that certain parcel or tract of land and premises, situate, lying and being now in the City of Kanata formerly Township of March, in the Regional Municipality of. Ottawa-Carleton and being composed of those parts of lots 3, 4 and 5, Concession 3, in the said Township of March, designated as parts 7, 8 and 10 on a plan of survey of record deposited in the Land Registry Office for the Registry Division of Carleton (No. 5) on October 14, 1976 as No. 5R-2710.
- FOURTHLY: All and singular that certain parcel or tract of land and premises, situate, lying and being now in the City of Kanata formerly Township of March, in the Regional Municipality of Ottawa-Carleton and Province of Ontario and being that part of Lot 5, Concession 2, in the said Township of March designated as parts 1, 2, 3, 4 and 5 on a plan of survey of record, registered on November 7, 1974 as No. 4R-1135 being the whole of parcel 5-1 in the Register of Section March-2.
- FIFTHLY: All and singular that certain parcel or tract of land and premises, situate, lying and being now in the City of Kanata formerly Township of March, in the Regional Municipality of. Ottawa-Carleton and being those parts of Lot 6 and 7, Concession 2, in the said Township of March designated as parts 1, 2 and 3 on a plan of survey or record number 4R-804, being the whole of parcel 6-1 in the Register of Section March-1.
- SIXTHLY: All and singular that certain parcel or tract of land and premises, situate, lying and being now in the City of Kanata formerly Township of March, in the Regional Municipality of Ottawa-Carleton and the Province of Ontario and being composed of parts of Lots 6, 7, 8 and 9, Concession 2 of the said Township of March, more particularly described as follows:-

Commencing at the point of intersection of the division line between the northwest and southeast halves of the said Lot 6 with the northeasterly limit of the Road Allowance between Concessions 1 and 2;

Thence northwesterly, along the said northeasterly limit of the Road Allowance between Concessions 1 and 2, a distance of 1015.15 feet to the most southerly angle of the said Lot 7; Thence northwesterly, continuing along the said northeasterly limit of the Road Allowance between Concessions 1 and 2, 1981.18 feet to the most southerly angle of the said Lot 8;

Thence northwesterly and continuing along the said northeasterly limit of the Road Allowance between Concessions 1 and 2, a distance of 2888.4 feet, more or less, to the southerly limit of the lands of the Canadian National Railway as described in Registered Instrument No. 1081; Thence easterly, along the said southerly limit of the lands of the Canadian National Railway, a distance of 4695 feet, more or less, to the westerly limit of the forced road crossing the said Lots 6, 7 and 8 (Goulbourn Road);

Thence southerly and following the said westerly limit of the forced road as at present fenced, a distance of 3630 feet, more or less, to the established division line between the northwest and southeast halves of the said Lot 6;

Thence southwesterly, along the last mentioned division line, 2373 feet, more or less, to the point of commencement.

Subject to a 30-foot easement in favour of Bell Canada, crossing the said Lot 6 and more particularly described in Registered Instrument No. 3486;

SEVENTHLY: All and singular that certain parcel or tract of land and premises situate, lying and being now in the City of Kanata formerly the Township of March, in the Regional Municipality of Ottawa-Carleton and the Province of Ontario, and being composed of part of Lots 8 and 9, Concession 2 of the said Township, more particularly described as follows:-

Premising that all bearings are astronomic and are derived from the south from the southwesterly limit of the Road Allowance between Concessions 2 and 3 across Lots 8 and 9, having a bearing of north 41 degrees 24 minutes west;

Commencing at the point of intersection the established division line between the northwest and southeast halves of the said Lot 9 with the southwesterly limit of the Road Allowance between Concessions 2 and 3;

Thence south 41 degrees 24 minutes east, along the said southwesterly limit of the Road Allowance between Concessions 2 and 3, 2236.8 feet to the line of a post and wire fence defining the southeasterly limit of the lands described in Registered Instrument No. 5134 (Parcel 3);

Thence south 44 degrees 26 minutes west, and following the said fence, a distance of 165.4 feet to a jog in the said fence;

Thence on a bearing of north 45 degrees 34 minutes west, along the said jog, a distance of 14.7 feet to a fence corner;

Thence on a bearing of south 49 degrees 41 minutes west and following an existing fence, a distance of 469.1 feet to an angle in the said fence;

Thence on a bearing of south 8 degrees 56 minutes west, and following the line of the said fence, a distance of 371.5 feet to a point in the northerly limit of the lands of the Canadian National Railway, as described in Instrument No. 1081;

Thence westerly, along the last mentioned limit, to the northeasterly limit of the Road Allowance between Concessions 1 and 2;

Thence northwesterly, along the last mentioned limit, 31.1 feet, more or less, to the said established division line between the northwest and southeast halves of Lot 9;

Thence north 48 degrees 53 minutes east, along the last mentioned division line, 4258 feet, more or less, to the point of commencement.

EIGHTLY: ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and the Province of Ontario and being composed of Part of Lot 4, Concession 2 of the Township of March and being more particularly described as follows:

PREMISING that the north easterly limit of said Lot 4 has an astronomic bearing of north 41 degrees 53 minutes west as shown on Plan 5R-1749 and relating all bearings herein thereto;

COMMENCING at the most easterly angle of the said Lot 4;

THENCE north 41 degrees 53 minutes west along the north easterly limit of the said Lot, a distance of 1995.6 feet more or less to the division line between Lots 4 and 5;

THENCE southwesterly along the said division line having the following courses and distances:

THENCE south 48 degrees 30 minutes west, a distance of 240.46 feet;

THENCE south 47 degrees 47 minutes 20 seconds west, a distance of 512.17 feet;

THENCE south 47 degrees 27 minutes 20 seconds west, a distance of 413.19 feet;

THENCE south 48 degrees 40 minutes 35 seconds west, a distance of 692.90 feet;

THENCE south 47 degrees 31 minutes 20 seconds west, a distance of 519.50 feet to the easterly limit of the Goulbourn Forced Road;

THENCE southerly along the said easterly limit of the Goulbourn Forced Road having the following courses and distances;

THENCE south 13 degrees 04 minutes 20 seconds east, a distance of 49.38 feet;

THENCE south 14 degrees 49 minutes 00 seconds east, a distance of 245.60 feet;

THENCE south 80 degrees 13 minutes 25 seconds west, a distance of 18.48 feet;

THENCE south 6 degrees 10 minutes 40 seconds east, a distance of 164.62 feet;

THENCE south 36 degrees 35 minutes 40 seconds east, a distance of 519.97 feet;

THENCE south 32 degrees 05 minutes 30 seconds east, a distance of 452.79;

THENCE south 24 degrees 26 minutes 35 seconds east, a distance of 366.62;

THENCE south 27 degrees 54 minutes 10 seconds east, a distance of 306.96 feet to the division line between Lots 3 and 4;

THENCE north 48 degrees 09 minutes east along the last mentioned division line 2965.1 feet more or less to the point of commencement.

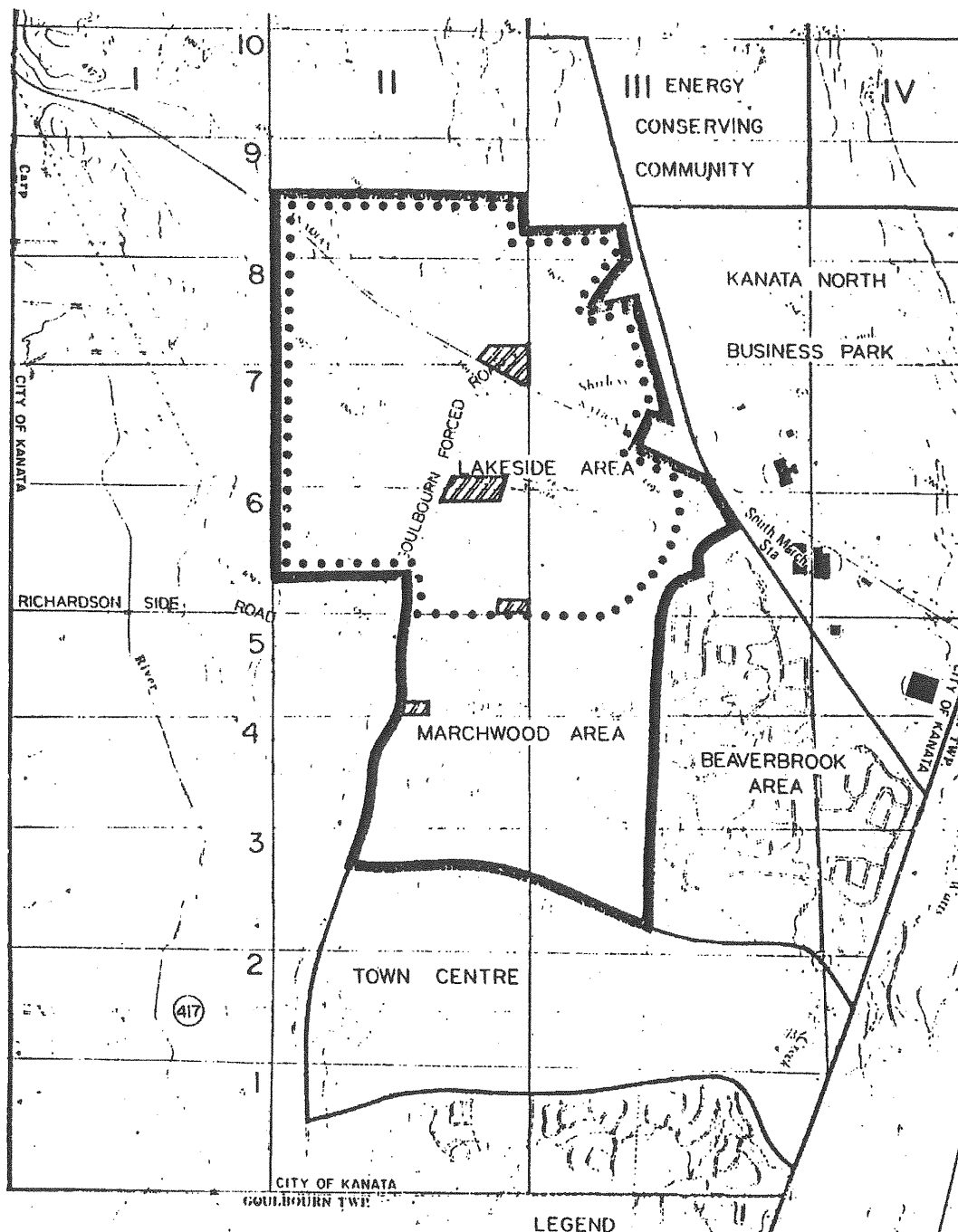
26th May 1981

Campeau - City of Kanata 40% Open Space Agreement

THIS AGREEMENT SHALL APPLY TO "THE LANDS SHOWN" AS "CAMPEAU PROPERTY" ON THIS SCHEDULE

SCHEDULE "A"

REFERENCE MAP MARCHWOOD-LAKESIDE AREA



- LEGEND**
- CAMPEAU PROPERTY INSIDE MARCHWOOD LAKESIDE
 - TRANSMISSION LINE - TELEPHONE
 - TRANSMISSION LINE - HYDRO
 - AREA SUBJECT TO AMENDMENT
 - PROPERTIES NOT OWNED BY CAMPEAU

SCALE 1:25,000

SCHEDULE "B"

AMENDMENT 24

OFFICIAL PLAN OF THE OTTAWA-CARLETON PLANNING AREA

Purpose

The purpose of Amendment 24 is to redesignate certain lands in Lots 4 and 5, Concession I, Lots 3, 4, 5, 6, 7, 8 and the south half of Lot 9 in Concession II, and Lots 6, 7, 8 and the south half of Lot 9 in Concession III, City of Kanata, from "Special Study Area", "Agricultural Resource Area" and "Natural Environment Area Classes 1 and 2" to "Principal Urban Area" as shown on Schedule "1" attached and to extend the "Residential District" designation and add Natural Environment Area Classes 1 and 2 as shown on Schedule "2" attached.

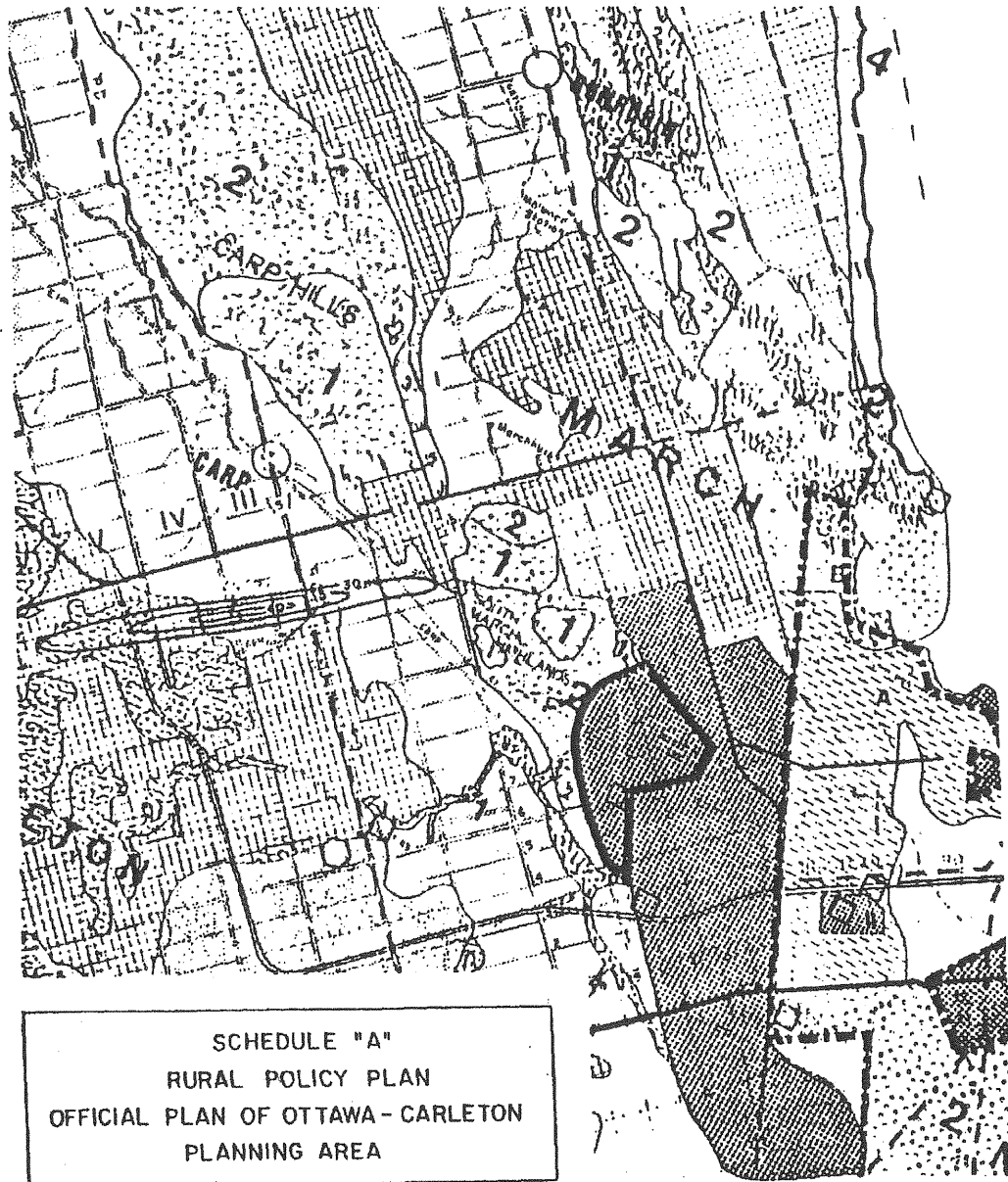
Basis

The Regional Official Plan as approved by Council 9 Oct, 1974 did not envisage urban development on the lands described above and hence it is necessary to amend the Plan so that development may proceed. It is felt that several small forest areas will retain sufficient natural environment characteristics to warrant their preservation as part of the urban community.

The Amendment

1. Schedule "A" - Rural Policy Plan be amended as shown on Schedule "1" of this amendment.
2. Schedule "B" - Urban Policy Plan be amended as shown on Schedule "2" of this amendment.
3. Map "2" of "Appendix E" as introduced through Amendment 12 be amended as shown on Schedule "3" of this amendment.
4. Section 5.3.9 as introduced through Amendment 12 be amended by deleting the first two paragraphs; by deleting the first two words of the third paragraph and replacing them with "The first"; and by deleting the second word of the fourth paragraph and replacing it with "second".
5. Section 5.3.10 as introduced through Amendment 12 be amended by adding the phrase "except for that portion within the West Urban Community" after the phrase "the South March Highlands" in policy 15.
6. Section 5.3.10 as introduced through Amendment 12 be amended by deleting policy 19.

SCHEDULE "I" REGIONAL OFFICIAL PLAN AMENDMENT No.24



SCHEDULE "A"
RURAL POLICY PLAN
OFFICIAL PLAN OF OTTAWA-CARLETON
PLANNING AREA

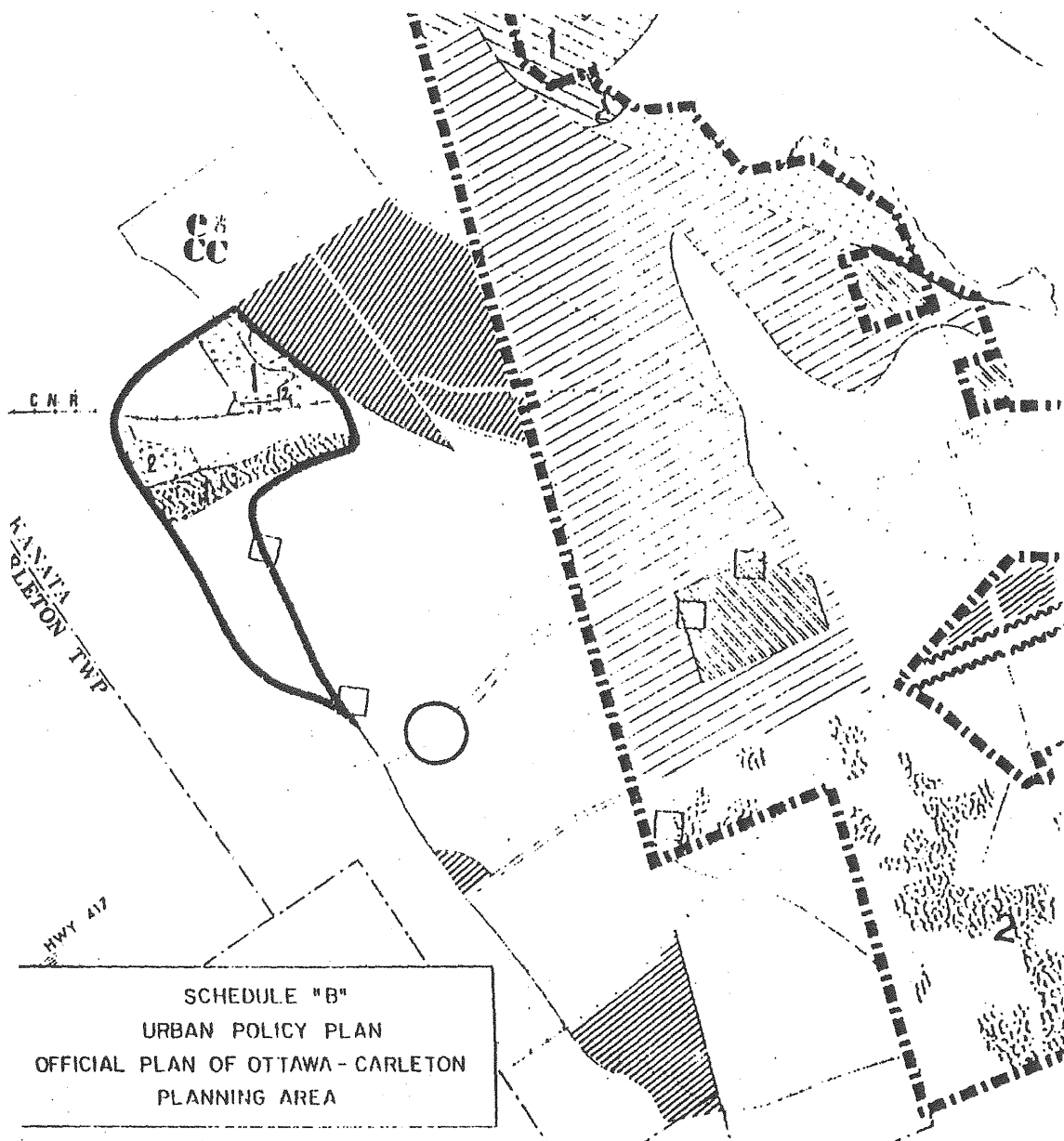
LEGEND

- | | |
|--|-------------------------------------|
| ENVIRONMENTAL AREA CLASS 1 | VILLAGE |
| ENVIRONMENTAL AREA CLASS 2 | INTERIM RIVER CORRIDOR |
| ENVIRONMENTAL AREA CLASS 3 | POTENTIAL SOLID WASTE DISPOSAL SITE |
| WATER ACCESS AND WATER RECREATION AREA | AIRPORT NOISE |
| GEOMORPHIC OR GEOLOGICAL FEATURE | ENVIRONMENTAL CONSTRAINTS AREA |
| AGRICULTURAL RESOURCE AREA | PRINCIPAL URBAN AREAS |
| MARGINAL RESOURCE AREA | RESTRICTED INDUSTRY |
| MINERAL RESOURCE AREA | OTHER EXTENSIVE USE |
| | AREA SUBJECT TO AMENDMENT |



SCALE: 1:100,000

SCHEDULE "2" REGIONAL OFFICIAL PLAN AMENDMENT No.24



LEGEND

- | | | | |
|--|--|--|---|
| | RESIDENTIAL DISTRICT | | AGRICULTURAL RESOURCE AREA |
| | GENERAL INDUSTRY | | GEOMORPHIC OR GEOLOGICAL FEATURE |
| | RESTRICTED INDUSTRY | | MAJOR COMMERCIAL |
| | DISTRICT CENTRE | | GREENBELT BOUNDARY |
| | OTHER EXTENSIVE USE | | WATERFRONT OPEN SPACE |
| | ENVIRONMENTAL CONSTRAINTS AREA | | ENVIRONMENTAL AREA CLASS 1 |
| | THESE LANDS DESIGNATED AS RESIDENTIAL DISTRICT, AND TO BE USED AS AN ENERGY CONSERVING COMMUNITY | | ENVIRONMENTAL AREA CLASS 1 (RIVER CORRIDOR) |
| | SPECIAL STUDY AREA | | ENVIRONMENTAL AREA CLASS 2 |
| | | | AREA SUBJECT TO AMENDMENT |