

SITE PLAN AGREEMENT

THIS AGREEMENT made on the 28th day of September A.D. 2012.

BETWEEN:

**LANSDOWNE RETAIL LIMITED PARTNERSHIP
LANSDOWNE STADIUM LIMITED PARTNERSHIP**

Hereinafter called the “Owner”

OF THE FIRST PART

- and -

CITY OF OTTAWA

Hereinafter called the “City”

OF THE SECOND PART

- and -

**OTTAWA SPORTS AND ENTERTAINMENT GROUP a general partnership
established under the laws of Ontario**

Hereinafter called the “Guarantor”

WHEREAS the Lansdowne Retail Partnership Limited is the owner of a leasehold interest in the lands and premises described in Schedule “A” of this Agreement pursuant to a Lease registered on the subject lands on _____ as Instrument No. OC_____, and for the purposes of this Agreement, Trinity Lansdowne Ltd. shall be referred to as the “Owner”;

AND WHEREAS Lansdowne Retail Limited Partnership and Lansdowne Stadium Limited Partnership are collectively the Owner;

AND WHEREAS the Owner and the City have agreed to certain matters hereinafter expressed relating to the planning and development of the said lands pursuant to the City’s Site Plan Control By-law and in accordance with Section 41 of the *Planning Act*, R.S.O. 1990, as amended, and as approved on January 16, 2012 and pursuant to project agreements setting out various obligations for the Owner and the City related to the overall development of both the leasehold lands and lands to be retained by the City;

AND WHEREAS Ottawa Sports and Entertainment Group is the guarantor of the responsibilities and obligations of the Owner;

AND WHEREAS these responsibilities and obligations as they pertain to the Site Plan Agreement are set out in Schedule “F”;

THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar of lawful money of Canada paid by the City to the Owner, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the parties hereto agree to the following terms and conditions:

1. In this Agreement:

“ACCEPTANCE” means the date on which the City accepts all Works and obligations which are constructed, installed, supplied or performed by the Owner pursuant to this Agreement and further referred to in this Agreement;

“AGREEMENT” means this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out therein;

“AIR RIGHTS DEVELOPER” means a third party who may acquire through the sale or lease from the City the right to develop certain air rights over lands that are to be developed by the Owner. The Air Rights Developers, while not a party to this Site Plan Agreement, will be bound through their air rights sale and/or lease agreement to be responsible for any and all Works required for the air rights development and such Works shall not be an obligation of the Owner

“APPROVAL” means the date on which the City is satisfied that certain Works have been constructed, installed or performed to the satisfaction of the City, and further referred to in this Agreement or referred to in the Project Agreements;

“CITY” shall mean the City of Ottawa and includes its successors and assigns and its officers, employees, agents and contractors;

“CITY SPECIFICATIONS OR STANDARDS” means the detailed description of construction materials, workmanship and standards of Works to be carried out by the Owner as prescribed by the City and its amendment from time to time by the City and which are hereby incorporated by reference to and shall form part of this Agreement as though the same were attached thereto;

“CITY TREASURER” shall mean the senior officer of the Financial Services Branch of the City Manager’s Office of the City or his/her designate;

“COUNCIL” shall mean the Council of the City;

“DEPUTY CITY MANAGER, PLANNING AND INFRASTRUCTURE” shall mean the senior officer of the Planning and Infrastructure Portfolio of the City or his/her designate;

“DEPUTY CITY MANAGER, CITY OPERATIONS” shall mean the senior officer of the City Operations Portfolio of the City or his/her designate;

“CHIEF BUILDING OFFICIAL” shall mean the senior officer of the Building Code Services Branch of the Planning and Infrastructure Portfolio of the City or his/her designate;

“DIRECTOR, INFRASTRUCTURE SERVICES” shall mean the senior officer of the Planning and Infrastructure Portfolio of the City or his/her designate;

“GENERAL MANAGER, ENVIRONMENTAL SERVICES” shall mean the senior officer of the Environmental Services Department of the City Operations Portfolio of the City or his/her designate;

“GENERAL MANAGER, PLANNING AND GROWTH MANAGEMENT” shall mean the senior officer of the Planning and Growth Management Department of the Planning and Infrastructure Portfolio of the City or his/her designate;

“GENERAL MANAGER, PUBLIC WORKS” shall mean the senior officer of the Public Works Department of the City Operations Portfolio of the City or his/her designate;

“LDRP” shall mean the Lansdowne Design Review Panel established by Council on November 22, 2010;

“LANDSDOWNE SITE” shall mean Lansdowne Park and more particularly the lands described in Schedule “A-1” to this Agreement;

“LANDSCAPE ARCHITECT” shall mean a landscape architect in good standing with the Ontario Association of Landscape Architects or the Canadian Society of Landscape Architects;

“LEASEHOLD LANDS” shall mean the portion of the Lansdowne Site described in Schedule “A” to this Agreement and leased to the Owner;

“LETTER OF CREDIT” shall mean the letter of credit which, subject to Clause 65 of Schedule “D”, may be provided by the Owner to the City in accordance with the requirements of Section 8 of this Agreement;

“MAINTAIN” includes repair, replace, reinstate and/or keep operational;

“MANAGER, DEVELOPMENT REVIEW” shall mean the Manager of Development Review in the Planning and Growth Management Department of the Planning and Infrastructure Portfolio and includes Manager, Development Review (Urban Services), Manager, Development Review (Suburban Services) and Manager, Development Review, (Rural Services);

“OFF-SITE” shall mean off the Lansdowne Site;

“OWNER” includes the party of the First Part, heirs, executors, administrators, successors and assigns and agents thereof or a contractor or subcontractor carrying out the Works for or on behalf of the Owner;

“PLAN” or **“SITE PLAN”** shall mean the Site Plan Approval by Council or a delegate of Council acting in the capacity of Council for all of the Lansdowne Site property and includes the lands described in Schedule “A”;

“PROJECT AGREEMENT” shall mean the agreement dated _____ between, among others, the City and Ottawa Sports and Entertainment Group partnership and its Schedules with respect to the development and re-development of the Lansdowne Site including Leasehold Lands and the Owner is a component partnership under this Project Agreement.

“ROAD” shall mean those public roads or any part thereof, any daylighting triangles, and any areas of road widening shown or laid out on the Site Plan. The use of “Streets” or “Public Highway” shall be synonymous with “Road”;

“WORKS” shall mean all matters and things to be provided, listed in and required by this Agreement including infrastructure services, installations, and buildings or structures, but not all Works are the responsibility or obligation of the Owner.

2. **Lands**

The Owner agrees that the lands affected by this Agreement shall be the Leasehold Lands and warrants that it is the owner of a leasehold interest in the Leasehold Lands. The Owner will be responsible under this Agreement for works as described in Schedules “C”, “D” and “E”. The Owner further acknowledges that it is responsible for certain Works outside the Leasehold Lands with the Lansdowne Site as set out in the Project Agreement. The parties acknowledge certain Works will be the responsibility of others including the City and the Air Rights Developers and are not the responsibility of the Owner. All Works whether those of the Owner or others are more specifically provided for in this Agreement and described in Schedule “F” and/or the Project Agreement.

3. **Scope of Works and Conformity**

The Owner agrees to construct and maintain the development and those Works for which it is responsible in conformity with this Agreement and Schedules attached hereto. No Works shall be erected on the Leasehold Lands or the Lansdowne Site other than those erected in conformity with the said Schedules. It is understood and agreed that written approval of the City, in a form determined solely by the City, is required prior to any departure from the specifications of the said Schedules being undertaken.

4. **Copies of Plans to be Kept on Site**

Copies of the approved plans, referenced in the Schedules, shall be kept on site on the subject lands throughout the period of construction for the guidance of City staff and those employed to construct the Works contemplated herein. Large scale copies of the said plans shall be available from the offices of the General Manager, Planning and Growth Management.

5. **Entire Approval/Revisions to Plans**

The Owner acknowledges and agrees that the provisions of this Agreement do not comprise the entire Site Plan Approval and reference must be made to the actual approval document, obtained from the offices of the General Manager, Planning and Growth Management, and the Owner covenants and agrees to satisfy all conditions of approval for the Leasehold Lands and as otherwise provided in this Agreement and abide by all municipal by-laws, statutes and regulations. The Owner further acknowledges and agrees that reference must be made to the latest approved plans containing minor revisions to the plans referenced herein. These approved revised plans shall also be kept in accordance with Clause 4 of this Agreement.

6. **Registration and Issuance of Building Permits**

The City shall cause this Agreement to be registered against the lands to which it applies immediately following execution by the parties hereto and the Owner agrees not to register any other instrument against the subject lands save and except the enhanced Ontario Trust Heritage Easement Agreement required as a condition of approval by the Ontario Heritage Trust "OHT" pursuant to the 1996 OHT easement agreement that the enhanced easement agreement will replace until this has been accomplished. The Owner may apply for, but not request nor require the City to issue building permits for the construction of the Works on the said lands, until this Agreement has been signed and until all of the payments and performance deposits required of the Owner by the terms and conditions of this Agreement have been made.

7. **Financial Requirements**

The Owner shall pay to the City, by cash or certified cheque, the charges and fees, as set out in Schedule "B" attached hereto and other financial requirements including but not limited to legal fees, development charges, road cuts and building permit fees that may be required of the City as established by by-law or resolution of the Council of the City from time to time, which pertain to this development and are not specifically referred to herein. It is the Owner's responsibility to verify which financial requirements are applicable to this development and the Owner shall pay same when required by the City. It is further acknowledged that any fees associated with the development of any component parts that will be funded by the City or an Air Rights Developer will be responsibility of the City or that Air Rights Developer and not the Owner as provided for in the Project Agreement.

8. **Performance Deposits**

All Works required to be provided and maintained in this Agreement by the Owner shall be provided and maintained at its sole risk and expense and to the satisfaction of the City.

9. **Insurance Policy**

The Owner covenants and agrees that it shall, at all times during the term of this Agreement and prior to commencing the Works, at the Owner's cost and expense unless otherwise stated, take out and keep in full force and effect the following insurance coverages:

- (a) builders "all-risk" insurance coverage including earthquake and flood for the full replacement cost of the construction project, including the existing structure of the Stadium. Such insurance shall include hard costs; soft costs; expediting expenses; transit; unnamed storage locations; debris removal; professional fees; fire fighting expenses; blanket by-laws; delayed opening and testing and commissioning. The policy shall be issued in the name of the Owner, the City and the contractor. The deductible shall be no greater than \$25,000 for direct damage and shall be the sole responsibility of the contractor; \$50,000 for flood; and 3% of the property insured or \$100,000, whichever is greater, for earthquake (or 5% of the property insured or \$250,000, whichever is greater if the foregoing deductible option is not commercially available) for earthquake and shall be the sole responsibility of the contractor;
- (b) boiler and machinery coverage issued on a comprehensive form for all objects, including production machinery (if applicable), for the full replacement cost of the Project, including the existing structure, as applicable. Such insurance shall include soft costs; expediting expenses; water damage; hazardous substances; delayed opening; professional fees; and testing and commissioning. The policy shall be issued in the name of the Owner, the City and the contractor. The deductible shall be no greater than \$25,000 for direct damage, and shall be the sole responsibility of the contractor;
- (c) project specific or general wrap-up liability insurance issued on an occurrence basis, for an amount of not less than \$10,000,000 per occurrence and \$10,000,000 annual aggregate for all sums which the Owner, the City or the contractor shall become obligated to pay by reason of liability imposed by Law for damages arising out of or in connection with the operations of the Owner, the City or the contractor, its elected officials (in the case of the City), agents, officers, employees or other Persons for whom the Owner, the City or the contractor is legally responsible relating to their obligations with respect to the Works. Such insurance shall include bodily injury and property damage, including loss of use; products, broad form completed operations; premises, property and operations; personal injury; blanket contractual liability; non-owned automobile; broad form property damage; owners and contractors protective; occurrence property damage; medical payments; employees as additional insured(s); contingent employer's liability and voluntary compensation for employees not covered [by the *Workplace Safety and Insurance Act, 1997*]; and cross liability and severability of interest clauses. Such insurance:
 - (i) shall include 24 month completed operations;
 - (ii) shall not contain any exclusions or limitations in respect of shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work or collapse of any structure or land from any cause;

- (iii) shall cover the use of explosives, if applicable, and the contractor shall be solely responsible for all damage, loss or costs resulting directly or indirectly from such use;
 - (iv) shall have a deductible not exceeding \$25,000, which shall be the sole responsibility of the Owner or contractor. The policy at the option of the Owner shall be maintained by the contractor and at the contractor's sole expense;
 - (v) shall add the City, its elected officials, agents, officers and employees as additional insured with respect to the operations of the contractor; and
 - (vi) shall be non-contributing and apply as primary and not as excess of any insurance available to the City and shall contain a waiver of subrogation in favour of the City;
- (d) automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the Works covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss;
 - (e) where applicable, professional liability (errors and omissions) insurance coverage to a limit of not less than \$5,000,000. If such insurance is written on a claims made basis, the coverage shall be maintained for a period of two years subsequent to Acceptance of the Works. The deductible shall be no greater than \$50,000;
 - (f) environmental impairment liability insurance with a limit of not less than \$5,000,000 per incident and annual aggregate, including third party bodily injury and property damage, including on-site and off-site clean-up and including new conditions only. If such insurance is issued on a claims made basis, such insurance shall be maintained for a period of two years subsequent to Acceptance of the Works. The deductible shall be no greater than \$25,000. Such insurance shall add the Owner, its agents, officers and employees and the City, its elected officials, agents, officers and employees as additional insureds with respect to the operations of the contractor. Such insurance shall be non-contributing and apply as primary and not as excess of any insurance available to the Owner and the City and shall contain a waiver of subrogation in favour of the Owner and the City. This policy shall be maintained by the contractor and at the contractor's sole expense;
 - (g) such additional insurance as the City reasonably requires to insure against any added risks attendant during the construction of the Works. The City shall be an insured, additional insured or beneficiary in any such coverage, as appropriate and as their interests may appear; and
 - (h) the insurance policies prescribed in this Article 9 shall not be cancelled unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of the cancellation.

10. **Letters of Credit - Renewal**

If the Owner satisfies the provisions of Clause 8 by depositing irrevocable letter(s) of credit with the City, the following provisions shall apply:

- (a) Until the Acceptance or Approval of all Works required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the City, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any expiration date thereof, unless at least 30 days prior to any such future expiration date, the financial institution

which issued the letter of credit notifies the City in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.

- (b) Until the Acceptance or Approval of all Works required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the City, the irrevocable letter(s) of credit shall continue to be automatically extended in the same manner as provided in sub-clause (a) hereof.
- (c) If the Owner and/or financial institution fails to extend the letter(s) of credit as required under sub-clauses (a) and (b) hereof as required by the City, such failure shall be deemed to be a breach of this Agreement by the Owner, and the City, without notice to the Owner may call upon any part or the whole amount of the existing letter(s) of credit notwithstanding anything herein otherwise contained. Any amount received by the City shall be held by the City in the same manner as if it had originally been cash deposited under the provisions of Clause 8.

11. **Failure to Comply**

The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the City taking such action to enforce compliance, as deemed appropriate by the City subject to Clause 65 of Schedule “D” of this Agreement.

12. **Implementation of Reports/Studies**

All reports and/or studies required as a result of the Works in this Agreement shall be implemented to the City’s satisfaction at the sole expense of the Owner in accordance with obligations as set out in this Agreement and the Project Agreement.

13. **Completion Time Limit**

Failure by the Owner to complete all Works of the Owner required by this Agreement within the time limit specified in Schedule “B” hereof or as extended, in writing, by the General Manager, Planning and Growth Management, at his sole discretion, shall constitute a default, in which case the City may avail itself of the remedies hereinafter prescribed in Clause 65 of Schedule “D” of this Agreement.

14. **Expiry**

If a building permit for the Leasehold Lands has not been issued within two years of the date of signing of this Agreement by the Owner, the Approval granted herein shall be null and void, at the City’s discretion, unless an extension is granted in writing by the General Manager, Planning and Growth Management.

15. **Default**

- a) In the event of a default pursuant to the Project Agreement by the Owner or its assigns in the provision and maintenance of all Works required to be done by the Owner pursuant to this Agreement, the City may enter upon the lands and do all Works as are in default, at the expense of the Owner. The City may authorize the use of any or all of the performance deposit(s) held by the City under the Project Agreement and in accordance with clause 65 of Schedule “D” to this Agreement to pay for the cost of the City carrying out such Works. “Cost” and “expense of the Owner” in this clause shall be actual cost incurred by the City plus 25% of such cost as a charge for overhead. Any costs incurred by the City pursuant to this clause which are in excess of the amount of any deposit held by the City shall be paid by the Owner to the City within 30 days of the mailing of an

invoice by the City, for such amount in excess, addressed to the Owner at its last known address. Any costs referred to in this clause may be recovered by the City in like manner as municipal taxes pursuant to the provisions of Section 446, of the *Municipal Act 2001*, S.O. 2001, c. 25 as amended from time to time.

16. **Release of Performance Deposit**

On Acceptance or Approval of all Works to be provided and maintained by the Owner in accordance with this Agreement, the Owner shall be entitled to have released to it the performance deposit then held by the City.

17. **Partial Release of Performance Deposit**

One partial release of the performance deposit may be permitted prior to final inspection and Approval as described in Clause 18. Until final release of the performance deposit, the Owner agrees that the City shall retain a minimum performance deposit in an amount that is the greater of 10% of the total amount of the performance deposit required by Schedule "B", or \$5,000.00.

If the performance deposit is less than \$5,000.00, the full amount shall be retained until final release.

18. **Inspection - Release of Performance Deposit**

It is hereby understood that it is the Owner's responsibility to make application to the General Manager, Planning and Growth Management for the inspection of any completed Works for which the Owner wishes the release of a performance deposit. Said application must be submitted at least 60 days prior to the expiry of any letter of credit held as a performance deposit by the City. Inspections for release of a performance deposit will not be undertaken during winter conditions. The City shall use all reasonable efforts to reply to requests for release in a timely manner.

19. **Transfer of Performance Deposit**

The Owner acknowledges and agrees that the City shall hold in its possession the performance deposit until Acceptance or Approval of the Works in accordance with the approved Plans to the satisfaction of the City. The Owner covenants and agrees:

- (a) that it shall be responsible to arrange for the transfer or replacement of the performance deposit provided to the City prior to the sale or transfer of the Owner's lands;
- (b) that if the performance deposit has not been replaced prior to the sale or transfer of the Owner's lands, the City may, to the benefit of the new registered owner, apply the deposit for any Works as approved by the City which have not been completed pursuant to the Plans, and for this purpose, the City Treasurer is hereby authorized to call in letters of credit or other deposit provided. The balance of deposit held, if any, will be refunded to the Owner who provided the deposit, upon Acceptance and Approval of the Works to the satisfaction of the City.

20. **Continued Maintenance after Release of Performance Deposit**

While this Agreement is in effect, the Owner shall maintain all site specific and surrounding landscaping on the Leasehold Lands, including all road allowances abutting the Leasehold Lands, so as to provide a neat and tidy appearance, to a standard satisfactory to the General Manager, Planning and Growth Management. Maintenance shall include but not be limited to the regular watering, weeding, and cutting or pruning of all grass, shrubs and trees. All other landscape materials

such as fencing and walkway surfaces shall similarly be maintained in a manner satisfactory to the City. All grass, shrubs and trees shall be replaced if they become unhealthy or die. Any vegetation, which by its size or nature creates a hazard or becomes a nuisance, shall be replaced with planting materials approved by the City. All curbs, asphalt, catch basins and other drainage facilities on or adjacent to the Leasehold Lands shall be maintained so as to ensure their continued, proper and safe functioning. All traffic aisles, parking stalls and accesses on the Leasehold Lands shall be kept free of snow and all painted markings shall be maintained so as to be clearly visible. All other matters and things to be provided and maintained by the Owner pursuant to this Agreement shall be so continually maintained to the satisfaction of the City.

If, in the sole opinion of the City, the Owner has defaulted in the maintenance of the Works to be provided by the Owner, the Owner shall rectify, to the satisfaction of the City, all such Works as are in default, within 60 days of mailing of a notification by the City addressed to the Owner at its last known address, or within a time deemed reasonable by the City and stipulated in writing. If, in the opinion of the City, the Owner has not rectified all such Works as are in default after said stipulated time period, the City may enter upon the lands and do all such Works as are in default, at the expense of the Owner. Actual cost incurred by the City in carrying out such Works plus 25% of such cost as a charge for overhead, shall be paid by the Owner to the City within 30 days of mailing of an invoice by the City addressed to the Owner at its last known address or such costs may be recovered by the City in like manner as municipal taxes pursuant to the provisions of Section 427, of the *Municipal Act 2001*, S.O. 2001, c. 25 as amended from time to time.

21. **Relocation of Utilities and Provision of Easements**

The Owner shall obtain approval for, arrange for and pay for the cost of the relocation of any existing utilities which are necessary due to its development to the satisfaction of, and at a time satisfactory to the authority having jurisdiction. The City shall grant such new easements as may be required and the release of any existing easements which are rendered unnecessary.

22. **Release of Plans**

The Owner hereby releases to the City its rights to any approved drawings referenced in Schedule "E", that form part of this Agreement, for the purposes of tendering the construction upon default of this Agreement. The Owner shall also ensure that appropriate releases to the City are obtained from the Owner's consultants, if required.

23. **Notices**

Any notice required to be given herein shall be in writing and shall be delivered personally or by prepaid registered mail and, if to the City, shall be addressed to the office of the General Manager, Planning and Growth Management at 110 Laurier Avenue West, 4th Floor, Ottawa, Ontario, K1P 1J1, or at such other address at which the City offices are located in the future and, if to the Owner or his agent at c/o OSEG, 180 Kent Street, Suite 300, Ottawa, Ontario K1P 0B6.

24. **Subsequent Parties and Gender**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the Leasehold Lands and every part thereof. All covenants herein contained shall be construed to be several, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or the parties hereto so require, and the

rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

25. **Indemnity**

The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of the Owner's obligations under this Agreement and the construction and maintenance or the improper or inadequate construction and/or maintenance of the Works by the Owner.

26. **Conflict**

In the event of a conflict between the provisions of this Agreement and the Project Agreement, the provisions in the Project Agreement will prevail.

27. **Release of Agreement**

The provisions of the Delegation of Authority By-Law No. 2011-28, as amended, apply with respect to the release of this Agreement.

28. **Schedules**

The following Schedules are attached hereto and form part of this Agreement:

Schedule "A"	Description of Leasehold Lands
Schedule "A-1"	Description of Lansdowne Site
Schedule "B"	Performance Deposits and Fees/Financial Requirements
Schedule "C"	City Standards and Specifications
Schedule "D"	Site Specific Conditions
Schedule "E"	List of Approved Plans and Reports
Schedule "F"	Responsibilities and Obligations of the Parties under this Agreement
Schedule "G"	Compliance Review Process

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SCHEDULE "A"

DESCRIPTION OF LEASEHOLD LANDS

All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, formerly the City of Old Ottawa, being composed of:

DESCRIPTION	P.I.N.
TO BE DETERMINED	TO BE DETERMINED

SCHEDULE "A1"**DESCRIPTION OF LANDS COMPRISING LANSDOWNE SITE**

All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, formerly the City of Old Ottawa, being composed of:

DESCRIPTION	P.I.N.
TO BE DETERMINED	TO BE DETERMINED

SCHEDULE "B"

**PERFORMANCE DEPOSITS AND FEES/FINANCIAL
REQUIREMENTS**

ESTIMATED COST OF WORKS TO BE CONSTRUCTED

WORKS ON PUBLIC PROPERTY

SOFT SERVICING

GENERAL
STRUCTURAL
CULVERT
STORM SEWER
WATER MAIN
SANITARY SEWER
COMBINED SEWER
TRAFFIC
ELECTRICAL
ROADS
RESURFACING
FENCING
HIGHWAY GUARD RAILS
LANDSCAPING
LABOUR AND EQUIPMENT
TRENCHLESS SEWER
Sub Total SOFT SERVICING

HARD SERVICING

GENERAL
STRUCTURAL
CULVERT
STORM SEWER
WATER MAIN
SANITARY SEWER
COMBINED SEWER
TRAFFIC
ELECTRICAL
ROADS
RESURFACING
FENCING
HIGHWAY GUARD RAILS
LANDSCAPING
LABOUR AND EQUIPMENT
TRENCHLESS SEWER
Sub Total HARD SERVICING

TOTAL WORKS ON PUBLIC PROPERTY

WORKS ON PRIVATE PROPERTY

SOFT SERVICING

GENERAL
STRUCTURAL
CULVERT
STORM SEWER
WATER MAIN
SANITARY SEWER
COMBINED SEWER
TRAFFIC
ELECTRICAL
ROADS
RESURFACING
FENCING
HIGHWAY GUARD RAILS
LANDSCAPING
LABOUR AND EQUIPMENT
TRENCHLESS SEWER
Sub Total SOFT SERVICING

HARD SERVICING

GENERAL
STRUCTURAL
CULVERT
STORM SEWER
WATER MAIN
SANITARY SEWER
COMBINED SEWER
TRAFFIC

ELECTRICAL
ROADS
RESURFACING
FENCING
HIGHWAY GUARD RAILS
LANDSCAPING
LABOUR AND EQUIPMENT
TRENCHLESS SEWER
Sub Total HARD SERVICING

TOTAL PRIVATELY OWNED WORKS

TOTAL ESTIMATED COST OF WORKS

NOTE: This schedule to be completed only for purposes of determining the design review and inspection fees that will be payable to the City by the Owner as no performance deposit is required as per the Project Agreement.

**TO BE POPULATED AND INSERTED
PRIOR TO LEGAL CLOSING**

SECURITIES AND CASH PAYABLE

1. Security Amount Required		
100% of Total Estimated Cost of works on public property		\$
50% of Total Estimated Cost of works on private property		\$
TOTAL SECURITY BY LETTER OF CREDIT (LOC)		\$
2. Cash Payable		
Design Review and Inspection Fee		
a) Soft Servicing for works on private property + Soft servicing for works on public property		\$
b) Hard Servicing for works on private property +hard Servicing for works on public property		\$
2% of Total Soft Servicing		\$
4% of Total Hard Servicing	+	\$
Minus (-) Original Inspection/Review Fee		\$
Sub Total - Balance Due		\$
HST on balance due (13%)		\$
Total Design Review and Inspection Fee plus HST		\$
Special Charges		
4th and subsequent Engineering fee		
Agreement Planning Fee		
Cash-in-lieu of Parkland		
Parkland Assessment Fee		
Encroachment Fees		
Engineering Peer Review		
Sanitary Sewer Fees		
Storm Sewer Fees		
Stormwater Development Charge		
TOTAL CASH PAYABLE BY CERTIFIED CHEQUE		\$
3. Prior to the execution of this Agreement, the Owner shall pay the City the said sum of \$ _____, in accordance with Clause 7 - Financial Requirements, contained herein.		
4. Prior to the execution of this Agreement, the Owner shall deposit with the City the said sum of \$ _____, in accordance with Clause 8 -Performance Deposits, contained herein in lieu of being subject to the provisions of Schedule “D”, Clause 65.		
5. Time Limit for Completion of Works		
All Works for which performance deposits are required shall be completed within the following time limit from the date of registration of this Agreement, unless an extension is granted in writing by the General Manager, Planning and Growth Management.		
Time Limit 48 months.		

**TO BE POPULATED AND INSERTED
PRIOR TO LEGAL CLOSING**

SCHEDULE “C”

CITY STANDARDS AND SPECIFICATIONS

Engineering

1. Extension of Municipal Services

The City will have no responsibility to install any extension to municipal services which may be required in order for the Owner to comply with this Agreement or with any provincial or municipal laws or by-laws. In cases where such an extension of municipal services is required, the Works shall be undertaken by and at the expense of the Owner and construction shall be to the standards established by the City for the installation of such municipal services. The Owner shall provide public liability insurance in a form acceptable to the City for any Works involving the extension of municipal services and obtain any required approvals and permits from the City.

2. Works on City Road Allowances

Any Works required to be done by the Owner on City road allowances, shall be according to the specifications and by-laws of the City. The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to the disruption of the City road allowance and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the Director, Infrastructure Services.

3. Approvals

The Owner shall obtain all necessary approvals from the Ministry of the Environment and the City with regard to the installation of the storm and sanitary sewers and watermains and the provision of sewage holding/treatment facilities. In addition, the Owner shall obtain all other permits, licenses and approvals from all other federal, provincial or regulatory agencies, as may be required.

4. Utilities

The Owner shall be required to coordinate the preparation of an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on-ground, below-ground) through liaison with the appropriate electrical, gas, telephone and cablevision authorities and including on-site drainage facilities and streetscaping, such location plan being to the satisfaction of all affected authorities and the City, and to be approved prior to the issuance of a building permit for the development.

5. Storm Water Management

The Owner shall require the storm water management calculations to be submitted in writing by a Professional Engineer to the General Manager, Planning and Growth Management for his approval. Upon Acceptance and Approval of the Works, a written certification from the Professional Engineer and as-built plans must be submitted to the General Manager, Planning and Growth Management confirming that the storm water management measures have been implemented as per the approved design.

The Owner shall be responsible for the repair and maintenance of the storm water control facility until the facility is accepted by the General Manager, Environmental Services.

6. Erosion and Sediment Control

The Owner agrees to implement the Erosion and Sediment Control Plan to provide for protection of the receiving storm sewer or water course during construction activities. This plan, to be used during construction, is intended to ensure that no sediment and/or associated pollutants are discharged to a receiving water course which could degrade

water quality and/or impair fish or other aquatic habitat. The methods used should be regularly maintained to ensure effectiveness of the methods and compliance with provincial/federal legislation pertaining to water quality and habitat.

7. **Street Cleaning**

On a continuous basis during development, the Owner shall maintain all streets within the area in order that they are clear of mud, dust and other material, resulting from vehicles involved in development to the satisfaction of the General Manager, Planning and Growth Management Department. The Owner shall prevent the ‘flushing’ of dirt and debris associated with development Work into any sewers. Upon any default by the Owner to so maintain the streets, the General Manager, Planning and Growth Management Department may, in his discretion, arrange for the required cleaning to be performed and the cost incurred by the City in so doing shall be recovered pursuant to Clause 15 ‘Default’ of this Agreement.

8. **Performance of Works**

The Owner shall ensure that the performance of Works required as a result of this Agreement, whether by the Owner or its employees, servants or agents or its contractors or subcontractors, shall be so performed as not to constitute a nuisance or disturbance to abutting or nearby properties or the owners thereof. The Owner shall comply with and shall ensure that all of its contractors and subcontractors comply with any written instructions issued by the City concerning any such nuisance or disturbance regardless of whether such instructions require positive action or discontinuance of action.

9. **Site Servicing**

The Owner shall design and construct all site servicing to the approval of the General Manager, Planning and Growth Management.

The Owner acknowledges and agrees that the Certificate of Approval by the Ministry of the Environment for the Stormwater Management and Sewage Works will be subject to the conditions developed by the Ministry for implementation of the Works and the Owner and/or the City will be subject to meeting these requirements, to the satisfaction of the Ministry and the General Manager, Planning and Growth Management.

The Owner further acknowledges and agrees that construction of any infrastructure on-site cannot proceed until such time as the Risk Management Plan (RMP) developed by consultants retained by the City has been approved by the Ministry of Environment. Construction detail designs which will form part of this RMP will deal with the integration of the proposed infrastructure and landscape features with the contaminated area and must be incorporated into the implementation of the overall construction management plan.

Inspection

10. **Dye Test Inspection**

The Owner shall not convey the subject lands or allow any building on the lands to be occupied until the Owner has filed with the General Manager, Planning and Growth Management documentation certified by an independent Professional Engineer of the Province of Ontario, retained by the Owner and approved by the City, that the plumbing and lateral services have received and passed a dye test inspection. The Owner shall submit written certification from a Professional Engineer to the General Manager, Planning and Growth Management, that all sanitary sewers and manholes, except private building sanitary sewer connections, have passed leakage testing. This verification will include certified test results for all sections of sanitary sewers constructed as part of this development.

11. **Testing**

The Owner may be required by the City to perform qualitative and quantitative testing, at the Owner's expense, of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement to determine whether they are in conformity with applicable standards as determined by the General Manager, Planning and Growth Management.

12. **Video Examination**

Video examination of storm and sanitary sewers, 200mm or larger in diameter, shall be required by the General Manager, Planning and Growth Management, at the Owner's expense, before final Acceptance or Approval of the Work.

Fire Requirements

13. **Fire Fighting Performance Standards**

Every Owner of a building or structure shall ensure that its building is served by access routes for fire fighting, as required, designed and constructed in accordance with the Ontario Building Code Act and Regulations made thereunder. The approved access routes shall be maintained in accordance with the *Fire Protection and Prevention Act*, 1997. The Owner further agrees to abide by any City by-law relating to the maintenance and signage of such access routes. The locations of any fire hydrants and siamese connections on the site shall be in accordance with the Ontario Building Code. The required fire hydrant shall be installed and in service prior to the commencement of any structural framing for buildings in the subject development.

14. **Fire Fighting Maintenance Standards**

Hydrants shall be maintained in operating condition, free of snow and ice accumulations and readily available and unobstructed for use at all times in accordance with the Ontario Fire Code and the requirements of the City.

The Owner acknowledges that no driveway serving any lot shall be located within 3 metres of a fire hydrant. No person shall obstruct the free access to any fire hydrant. Vegetation or other objects shall neither be planted or placed within a 3 metre corridor between the hydrant and the curb, nor a 1.5 metre radius beside or behind a hydrant without the express written consent of the City.

15. **Fire Lanes and Parking Spaces for the Physically Disabled**

The Owner agrees to provide, maintain and post signs designating fire lanes and parking for the physically disabled in conformity with City by-laws. The Owner shall ensure that fire lanes are kept free and clear of vehicles and that parking spaces for the physically disabled are not illegally occupied.

The Owner shall, if necessary, request the City's assistance and agrees to permit the police and/or municipal law enforcement officers to enter upon the lands for the purposes of patrolling areas where parking is not permitted and to allow the ticketing of any vehicles that are in contravention of the parking regulations with respect to fire lanes or parking spaces for the physically disabled.

Landscaping

16. **Inspections and Maintenance**

Maintenance of plant material by the Owner on the Leasehold Lands of which the Owner has control through the Project Agreement shall begin immediately following completion of each portion of planting. Maintenance shall consist of watering, weeding, and rodent, pest and disease control in accordance with generally accepted horticultural practices. Should the Owner pass the maintenance of plant material onto the subsequent owner, the

Owner shall remain responsible for replacement. In addition, the Owner shall provide, for City's approval, a copy of the maintenance directions provided to subsequent owners.

The plant material shall be guaranteed until Acceptance and further, the Owner shall replace any plant material which is placed on the lands in accordance with the approved Landscape Plan.

General

17. Snow Storage

Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the General Manager, Planning and Growth Management. The Grading and Drainage Plan shall not be compromised by the storage of snow. Snow storage areas shall be setback from property lines, foundations, fencing or landscaping a minimum of 1.5 metres. Snow storage areas shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance.

18. Dumping

The Owner shall not dump or permit to be dumped any fill or debris on adjacent lands, and/or road allowances except as approved in writing by the Director, Infrastructure Services.

19. Exterior Lighting

All exterior lighting proposed for the subject lands shall be installed only in the locations and in accordance with specifications shown on the approved plans referenced herein unless otherwise approved in writing by the General Manager, Planning and Growth Management. Sharp cut-off fixtures or, in exceptional circumstances only, an alternative fixture design approved by the General Manager, Planning and Growth Management, shall be used to minimize possible lighting glare onto adjacent properties. It is noted that exterior lighting includes exterior building lighting.

20. Municipal Number Signs

The Owner shall provide and erect or affix, at its expense, such municipal number signs, illuminated or otherwise, in such locations and of such a size, design and colour as submitted to and approved by the Director, Building Code Services and Chief Building Official, prior to occupancy of any buildings, or part thereof, in the subject development.

21. Waste Handling

The Owner shall provide, to the City's satisfaction, an enclosed environmentally acceptable solid waste disposal system and handling facilities for waste generated from the development. In the event that exterior waste storage, central collection pads or other handling facilities are proposed on the subject lands, then the location and the screening of the said facilities shall be shown on the approved Site Plan. Uses that require food processing or food storage, which could generate an effluent or leachate, shall have the area around the disposal facility graded so that this material is directed to the sanitary sewer, subject to the approval of the General Manager, Planning and Growth Management.

The Owner understands and agrees that not all types of developments will be serviced by the City's waste collection program. The Owner is responsible for determining if this service will be provided by the City and, if not, shall arrange for separate private service contracts for the proper collection and disposal of waste from the development.

22. Retention and Protection of Existing Trees

All those existing trees on the subject lands which are to be retained and protected as detailed on the approved Site Plan or Landscape Plan shall be protected by fencing to the

satisfaction of the City prior to the commencement of any development on the said lands. It is further understood and agreed that in the event that any existing tree, which has been designated for retention, is damaged or destroyed in any manner whatsoever during the development, that the Owner, at its own expense, shall replace the damaged or destroyed tree(s) with a species of a height and calliper as determined and approved by the General Manager, Planning and Growth Management.

23. **Mailboxes**

In cases where the development provided for in this Agreement is for ground oriented multiple family residential use, the Owner shall install a mailbox on the front of each dwelling unit, to the satisfaction of the General Manager, Planning and Growth Management.

Plans

24. **Submission of Approved Plans**

The Owner shall file with the Planning and Growth Management Department one digital copy of all approved Plans referenced in the Schedules to this Agreement, in a format acceptable to the General Manager, Planning and Growth Management. The boundaries of the land within the development application shall be referenced to the Horizontal Control Network in accordance with City requirements and guidelines for referencing legal surveys.

25. **Provision of As-Built Drawings**

The Owner shall submit to the Chief Building Official, a certified building location survey, prepared by an Ontario Land Surveyor, including foundation elevations, upon completion of the foundation, to ensure interim compliance with the relevant City Zoning By-law.

The Owner shall supply to the General Manager, Planning and Growth Management, one set of mylar or plastic film as-built road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, for City records on Acceptance and Approval of the Works. Furthermore, the Owner shall provide the “as-built” information and the attribute data for the Works on a diskette in a form that is compatible with the City’s computerized systems.

26. **Application to Air Rights Developers**

To the extent that the Standards and Specifications noted in this Schedule “C” apply to the air rights development, the Air Rights Developers will be required to meet these Standard and Specifications under the terms and provisions of the sale and/or lease agreement between the City and the Air Rights Developers.

27. **Interpretation**

It is understood and agreed by the parties that this Schedule “C” is included to demonstrate the City’s general requirements for orderly Site development. For detailed requirements for development of the Lansdowne Site and the Leasehold Lands reference must be made to the Project Agreement.

SCHEDULE “D”

SITE SPECIFIC CONDITIONS

1. Agreement

- (a) The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. The City shall bind the Air Rights Developers through the sale and lease agreements for the air rights to any and all obligations set out in the site plan approval and this Agreement as it relates to the air rights development. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year after execution of the Project Agreement the approval shall lapse.
- (b) The Owner acknowledges and agrees that the Site Plan approval applies to all of the Lansdowne Site and that while the Site Plan Agreement to be executed by Owner will be registered only on the Leasehold Lands, the Owner acknowledges that this Agreement will apply to both Leasehold Lands and the Lansdowne Site. In this regard, the Owner acknowledges that it will be responsible for various Works and assume various obligations for lands to be retained by the City as provided for either in the Site Plan Agreement or in the Project Agreement. The parties further acknowledge that the City as a partner in the Lansdowne revitalization, will retain some responsibility for the development of its retained lands and as such will assume responsibility for certain Works as defined/set out in Schedule “F” of this Site Plan Agreement and/or through the Project Agreement.
- (c) The Owner further acknowledges that, while the Owner’s lands include lands that will be subject to air rights sales or leases, the obligations to the Owner for its lands will apply only to the components of the development that the Owner is responsible for under the Site Plan Agreement and/or Project Agreement and includes certain Works to support the air rights development but does not include Works that are specific to the air rights development as outlined in this Agreement.

2. Permits

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning and Growth Management. Where works are to be undertaken by the City, the City shall obtain any required permits.

3. Water Supply For Fire Fighting

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

4. Reinstatement of City Property

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning and Growth Management, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

5. Construction Fencing

The Owner acknowledges and agrees to install construction fencing that is acceptable to the National Capital Commission along the National Capital Commission’s property and

fencing elsewhere acceptable to the General Manager, Planning and Growth Management, all at its expense, in such a location as may be determined by the General Manager, Planning and Growth Management.

6. Construct Sidewalks

The City shall ensure that the Air Rights Developer for the residential development on Holmwood Avenue shall design and construct to City Standards and as determined by the General Manager, Planning and Growth Management a minimum 1.5 metre wide unencumbered concrete sidewalk along the entire Holmwood Avenue frontage of the subject lands. The parties acknowledge and agree that this obligation shall be fulfilled if the payments as required are made by the Air Rights Developer to the City pursuant to the Agreement of Purchase and Sale.

7. Completion of Works

The Owner for each of its buildings acknowledges and agrees that no individual building will be occupied on the lands, nor will the Owner convey title to any building until all requirements with respect to completion of the Works related to that building as identified in this Agreement have been carried out and received Approval by the General Manager, Planning and Growth Management, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, conveyance and/or occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning and Growth Management, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning and Growth Management for such conveyance and/or occupancy in writing. The foregoing will also apply to the Air Rights Developers.

8. Waste Collection

The Owner acknowledges and agrees that accommodation for waste collection shall be provided to the satisfaction of the General Manager, Planning and Growth Management with consideration given to the standards and requirements set out below for commercial and residential waste collection.

(a) **Commercial Uses**

The Owner acknowledges and agrees that waste collection and recycling collection will not be provided by the City for the commercial uses. The Owner shall make appropriate arrangements with a private contractor for waste and recycling collection. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

(b) **Residential Units fronting on a public street**

Curb-side waste collection and curb-side recycling collection will be provided by the City.

(c) **Multi-level Residential Buildings**

The City shall ensure that the Air Rights Developers, through the air rights sale or lease agreement, shall acknowledge and agree that container waste collection and cart (and/or container) recycling collection will be provided by the City. An adequate storage room or space for waste containers and recycling carts (and/or containers) is to be provided. It is recommended that the containers and carts be placed on a concrete floor. The Air Rights Developers further acknowledge and agree to provide an adequately constructed road access to the waste/recycling storage room or area suitable for waste/recycle vehicles. Direct access to the containers and carts is required. Any additional services (i.e. winching of containers) may result in extra charges for the Air Rights Developers.

9. Requirement for Grease Trap

The Owner shall install a grease trap on the internal sanitary plumbing system in accordance with the City's Sewer Use By-Law being By-law No. 2003-514, as amended when a restaurant is established.

10. Water Servicing

The Owner and the Air Rights Developers through the air rights sale or lease agreements shall acknowledge and agree that:

- a. the subject property shall be serviced by the two existing connections to existing municipal water mains. One connection is at Holmwood Avenue and the other shall be the existing connection to the Queen Elizabeth Driveway ("QED") at Bank Street;
- b. existing water service off the QED requires assessment as to level of service;
- c. any other existing water services to municipal water mains shall be disconnected and the service blanked at the main; and
- d. perimeter water meters shall be retained at each point of connection to the municipal water main. For the coordination of metering requirements within each development/structure, the Owner agrees to contact the Environmental Services Department of the City.

11. Tree Protection Measures

The Owner acknowledges and agrees to undertake the following tree protection measures on the subject lands during construction and/or development in order to protect the retained trees as per the City's Tree Conservation Report Guidelines, to the satisfaction of the General Manager, Planning and Growth Management:

- (a) The Owner shall erect a fence at the critical root zone ("CRZ") of the trees. The CRZ is established as 10 centimetres from the trunk of a tree for every centimetre of trunk diameter at breast height ("DBH"). The CRZ is calculated as $DBH \times 10$ cm;
- (b) The Owner shall not place any material or equipment within the CRZ, alter existing grade within the CRZ without approval, nor tunnel or bore when digging within the CRZ;
- (c) The Owner shall not attach any signs, notices or posters to any trees to be retained;
- (d) The Owner shall ensure that exhaust fumes from equipment are not directed towards any tree canopy; and
- (e) The Owner shall not damage the root system, trunk or branches of any trees to be retained.

The Owner acknowledges and agrees that prior to any tree removal, the City's Forester shall be contacted to set up a site inspection of the site and ensure that the appropriate mitigation measures are in place and that the boundaries for tree removal have been properly marked.

12. Roadway Modifications

(a) Bank Street Rehabilitation Project

The Owner acknowledges that plans have been prepared and approved as part of the Bank Street Rehabilitation project including detailed functional design plans and that works including Bank Street roadway modifications have been or will be implemented as part of the Bank Street rehabilitation project to accommodate the Lansdowne development. These plans integrate the needs for the Bank Street Rehabilitation project with the Lansdowne project related to site access, curb lines and servicing to the extent that these have been confirmed prior to construction.

The Owner acknowledges and agrees that all costs associated with the Road modifications along the Lansdowne Site's Bank Street frontage which modifications may include finishing of the sidewalk and access points, provision of any additional required services and other associated off-site works on Bank Street including the reinstatement of traffic signals on Bank Street at Aberdeen Way (the Lansdowne Site's main access from Bank Street), shall be the responsibility of the Owner and/or as determined through the Project Agreement related to implementation of the Lansdowne Site project, as approved by Council. These Works shall be integrated with those works for the ongoing City's Bank Street Rehabilitation project. In this regard, the following specific requirements shall be addressed as follows:

- (i) the Lansdowne Site Bank Street frontage shall be integrated with the Bank Street reconstruction streetscaping to create a unified environment with the final design detailing being to the satisfaction of the General Manager, Planning and Growth Management and the General Manager, Infrastructure Services following consultation with the Ward Councillor;
- (ii) all required municipal servicing for the Lansdowne Site redevelopment fronting onto Bank Street not completed as part of the Bank Street works shall be implemented in a manner that is coordinated with the completed elements of the Bank Street Rehabilitation project; and
- (iii) all required utility servicing (power, gas, communication) for the Lansdowne Site redevelopment not completed as part of the Bank Street works shall be implemented in a manner that is coordinated with the completed elements of the Bank Street Rehabilitation project.

(b) Bank Street Right-Of-Way

The Owner acknowledges that some limited Road widening will be required and that this is reflected on the approved plans referenced in Schedule "E". As a result of the additional widening, the Owner further acknowledges that sub-surface encroachments, if required, will be provided by the City for those portions of the below-grade garage that may extend into the widened Bank Street right of way. The Owner further acknowledges that a surface easement extending from the back side of the widened right of way along Bank to the front face of those buildings to be constructed by the Owner that front on Bank Street will be retained by the City.

(c) Bike Path Connection

The Final Site and Landscape plan shall provide a bike path connection from the base of the Bank Street bridge to the National Capital Commission Bike path system along the Queen Elizabeth Driveway to the satisfaction of the LDRP.

13. Traffic and Off-Site Works

- (a) The Owner acknowledges and agrees to implement all applicable recommendations set out in the Transportation Impact Assessment Study and Transportation Demand Management ("TDM") Plan prepared by McCormick Rankin Corporation dated June 2010 and approved by Council on June 28, 2010, both of which have been prepared and certified by a Professional Engineer with expertise in undertaking such studies and comply with the City of Ottawa's Transportation Impact Study Guidelines in identifying TDM measures and analyzing traffic impacts, transit impacts and implications for pedestrian and bicycle movements. The Owner further agrees to implement all directions and recommendations set out in the more detailed operations plans and TDM plan prepared and approved under delegated approval authority by the General Manager, Planning and Growth Management. All measures shall be implemented to the satisfaction of General Manager, Planning and Growth Management as further detailed within this Agreement;

- (b) Sidewalk(s) within public rights-of-way or on other City-owned lands to provide a pedestrian connection from or to the Lansdowne Site as may be determined by the General Manager of Planning and Growth Management shall be designed, located and constructed to City Standards. The design and location of such sidewalks shall be approved by the General Manager, Planning and Growth Management prior to construction;
- (c) The Owner acknowledges and agrees that the installation of all permanent and temporary street name signs and traffic signs that may be required shall be provided in accordance with City Specifications and shall be installed and located to the satisfaction of the General Manager, Planning and Growth Management;
- (d) The Owner acknowledges and agrees that any required paved transit passenger standing areas, or shelters, shall be designed and constructed to the specifications of the Transit Services Department; and
- (e) The Owner acknowledges and agrees that the Works that are to be undertaken related to Road modifications includes contract drawing preparation, utility relocations, advertising, road work, traffic signal lights installation along Bank Street at Aberdeen Way, construction supervision, as built drawing preparation, and other engineering and administrative items for the modification of any intersection(s) and installation of any additional traffic lane(s) along any Road adjacent to the subject development.

14. Park Implementation Phasing

Prior to the commencement of any site construction, the Owner acknowledges and agrees that a Park Implementation phasing plan shall be developed by the City's Landscape Architect responsible for the design and construction of the urban park. The phasing plan shall identify the elements of the park plan and the associated costs for phased implementation and will provide for the first phase of implementation in order to accommodate activities and events for priority programming as set out in the draft programming plan prepared by Phillips Farevagg Smallenberg and dated June 2011. The plan will also address issues of future phasing for integration of the Park Implementation Phasing plan on City lands within the subject development with the adjacent National Capital Commission ("NCC") lands, once the NCC implements the approved park design on its lands.

15. Construction Traffic Management Plan

The Owner acknowledges and agrees that a construction traffic management plan shall be prepared prior to commencement of construction for approval by the General Manager, Planning and Growth Management which plan shall address the needs for interim stages of the project construction that will include consideration for vehicles, bikes, pedestrians, and any temporary way finding measures. The Owner further agrees to liaise with the Bank Street BIA and the adjacent community in the preparation of this plan prior to submitting the plan for approval by the General Manager, Planning and Growth Management.

16. Construction Traffic Monitoring

The Owner acknowledges and agrees that ongoing monitoring of construction traffic during all phases of construction shall be undertaken and where issues or concerns are identified with construction traffic matters, the Owner shall take such remedial actions and make such adjustments to the construction traffic management plan in consultation with and the approval of the General Manager, Planning and Growth Management.

17. Record of Site Condition

The Owner acknowledges and agrees that the comprehensive Phase I ESA Report dated March 2010 and the Phase II ESA Report dated June 2010 were prepared by *AMEC Earth & Environmental* for the Lansdowne Site, which Reports were submitted as a required study for the processing of the site plan approval for Lansdowne Park. The Reports have been reviewed and have confirmed areas of site contamination. The Owner further acknowledges and agrees that, as the overall development program for the subject development includes some residential uses and park development, which will constitute a change to a more sensitive land use, a record or records of site condition will be required for those areas of site contamination as per O. Reg 153/04, made under the *Environmental Protection Act*, R.S.O. 1990, c. E. 19, as amended and by Section 4.8.4 of the City's Official Plan. Records of site condition can be prepared for subareas where there are separate legally described properties which include the areas of residential and mixed uses and urban park. The Owner further acknowledges and agrees that based on the findings and recommendations of the Phase I and Phase II ESA Reports, the following broad conditions are included in this Agreement. The parties acknowledge and agree that, in accordance with the terms of the Project Agreement, these are being pursued by the City or the Owner, as applicable:

(a) Record(s) of Site Condition

The parties acknowledge and agree that a Record of Site Condition ("RSC") completed by the City in accordance with the O. Reg. 153/04, as amended, and acknowledged by the Ministry of the Environment shall be required and shall be submitted to the General Manager, Planning and Growth Management and to the Director of Building Services. The RSC shall confirm that all or part of the site will be suitable for the proposed use in accordance with O. Reg. 153/04, as amended. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by O. Reg. 153/04, as amended. No further site Works will be permitted until the RSC is submitted.

(b) Soil Management

The Owner acknowledges and agrees to undertake analytical testing for contamination of any soil to be removed from the site during redevelopment, and if these soils are found to be not in compliance with Ministry of the Environment soil standards for the intended land use, the Owner agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of Environment. As outlined in the Project Agreement, the costs associated with testing, removal and disposal are the responsibility of the City.

(c) Groundwater Management

The Owner acknowledges and agrees that testing of groundwater to be removed from the site during redevelopment (construction dewatering), shall be undertaken. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law being By-law No. 2003-514, as amended at the cost of the City.

(d) Record of Site Condition/Risk Assessment

The Owner acknowledges and agrees that the Record of Site Condition/Risk Assessment may result in the need for a Ground Water Monitoring program to be developed to ensure the environmental protection issues are being dealt with. The program will be developed in conjunction with the City and the Ministry of the Environment and shall be implemented with costs for implementation and for ongoing operations of the associated program at the cost of the City.

(e) Decommissioning of on-site monitoring wells

The Owner shall remove/decommission any on-site monitoring wells in accordance with O. Reg. 903 as amended, made under the *Ontario Water Resources Act*, R.S.O. 1990, c.0.40, as amended at the cost of the City.

18. Erosion and Sediment Control Plan

The Owner acknowledges and agrees that, prior to the commencement of construction, it shall submit for approval by the General Manager, Planning and Growth Management an Erosion and Sediment Control Plan and the Owner further acknowledges and agrees to implement all recommendations of this Plan during the construction process for the project.

19. Designated Substance Survey

The Owner acknowledges and agrees that, prior to any on-site demolition work, the City shall undertake and implement the recommendations of a designated substances survey, and such survey shall be to the satisfaction of the General Manager, Planning and Growth Management and be in accordance with best management practices. The survey shall address but not be limited to:

- (a) Asbestos on Construction Projects. (O.Reg 278/05);
- (b) Lead on Construction Projects (ISBN 0-7794-6774-4) made under the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended;
- (c) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste. (O.Reg 347);
- (d) Proposed Regulation Respecting Lead on Construction Projects made under the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended;
- (e) Waste Management - PCBs. (O.Reg 362).

20. Archaeological Monitoring and Monitoring

The Owner acknowledges and agrees that the recommendations of the Stage 2 Archaeological Assessment submitted to Ministry of Tourism and Culture including recommendations related to undertaking Stage 3 and 4 assessments and monitoring shall be undertaken by consultants retained by the City and the Owner agrees to the recommendations of the Stage 2 Assessment.

21. Ongoing Retail Strategy Implementation

The Owner acknowledges and agrees that leasing of the retail space shall be in accordance with the retail strategy approved by Council on June 28, 2010, as may be amended from time to time and as set out in the Project Agreement. Consistent with the principles of this strategy, the Owner will participate as a member of the Glebe BIA and pursue cross-promotional marketing and programming initiatives.

Transportation Demand Management (“TDM”) Plan Implementation

22. General

The Transportation Plan referenced herein means the comprehensive Transportation Impact and Assessment Study and Transportation Demand Management (TDM) Plan approved by Council on June 28, 2010, and the three follow-up plans required by Council through its Stage 1 approval of the Site Plan entitled, “Transit and Shuttle Services Plan”, “Traffic and Parking Management Plan” and “Transportation Demand Management (TDM) Plan” describing how the Project will be serviced by vehicular and non-vehicular modes of transportation, details of the operational measures to be implemented and the TDM measures to be advanced and implemented.

23. TDM Measures

The Owner acknowledges and agrees to implement the TDM measures identified in the approved TDM Plan referenced in Schedule “E” to this Agreement, which measures shall be maintained for all the identified land uses. The effectiveness of the measures including the use of alternative travel modes (transit, shuttles, temporary on-site bike parking and

on-site parking utilization by event patrons) shall be assessed by the Owner at regular intervals in accordance with the monitoring schedule set out in the Transportation Plan and that will be further defined through a Comprehensive monitoring program that will be developed by the City as set out Clause 38 of this Schedule. The Owner further acknowledges and agrees that should there be a need for adjustments to the Transportation plan and specifically to the Operations plans for transit and shuttles and for traffic and parking and the TDM Plan, the need for adjustments will be determined based on the regular assessments, with any required adjustments be implemented by the Owner or City, as determined by and to the satisfaction of the General Manager, Planning and Growth Management and Transit Services where it relates to public transit.

The Owner further acknowledges and agrees to provide, prior to first occupancy of any building, physical TDM measures identified in the TDM Plan that are included within but may not be limited to those identified herein under the heading “Transportation Demand Measures”.

24. TDM Coordinator

A minimum of six months prior to occupancy of any component part, the Owner shall retain an individual whose responsibilities will be to serve as an on-site Transportation Demand Management Co-ordinator (“TDM Co-ordinator”) for the site in accordance with the Appendix A of the Transportation Demand Management Plan referenced in Schedule “E” to this Agreement, and whose responsibilities will include but are not be limited to:

- (a) developing, with the City’s TDM staff in the Planning and Growth Management Department and subject to approval of the General Manager, Planning and Growth Management, the details of the TDM program and the monitoring program as set out in the Transportation Plan and to be implemented pursuant to this Agreement. The Owner further acknowledges and agrees to consult with the National Capital Commission (“NCC”) on developing, implementing and monitoring these programs in accordance with the letter of intent between the City and the NCC for use of the Queen Elizabeth Driveway dated June 3, 2010, which letter of intent provides for consulting with the NCC on implementation and monitoring of an aggressive overall TDM program;
- (b) on-going promotion of the use of sustainable modes of transportation and reducing the use of automobiles for access to the Lansdowne Site including the Leased Lands for both day-to-day operations and for special events;
- (c) ongoing provision of information and acting as a point of contact for residents, employees, visitors and others on transportation and travel options in respect of the Site;
- (d) advancing the various operational and program focused initiatives as set out in the Transportation Plan;
- (e) monitoring of the TDM program including monitoring usage of alternative travel modes as required by the Transportation Plan and detailed in the comprehensive monitoring program;
- (f) recommending modifications/adjustments through semi-annual monitoring reports to be provided by the Owner to the General Manager, Planning and Growth Management for the first three years of operations with yearly monitoring reports provided by the Owner to the General Manager, Planning and Growth Management thereafter. These reports will assist in determining any modifications or adjustments that will be implemented dealing with Transportation Plan matters for the second half of the year or for the following year as the case may be; and

- (g) maintaining records of all events, transportation service levels, usage and paid attendance as a means to support any proposed modifications/adjustments to the Transportation plan including the operations plans and TDM plan and the provision of specific transportation services.

25. TDM Office

The Owner shall provide, either within a building controlled and operated by the Owner or within another building controlled or operated by others, an office that is centrally located and publicly accessible, to support the role of TDM Coordinator. This office will be where materials and various information will be prepared and disseminated in support of advancing the various operational and program focused initiatives as set out in the Transportation Plan and as will be further developed in the TDM program to be developed and implemented by the TDM Coordinator.

26. Transportation Demand Management Measures- All Activities

The Owner shall implement transportation demand management measures and operational plans for transit, off-site parking and shuttles and bicycle facilities that are geared to reducing single occupant vehicle uses and increasing use of sustainable transportation modes for both day-to-day activity at the Site and for Events at the Stadium under the direction and supervision of the TDM Coordinator, as more particularly described in the Transportation Plan, which addresses details of the operational plans for supporting events. These TDM measures and operational plans include physical features to support the use of sustainable transportation, operational measures for increasing opportunities for use of sustainable transportation modes, and programs and promotional initiatives to increase awareness and use of sustainable transportation options.

27. Day to Day Activities

- (a) For day-to-day activities with respect to the Stadium, the Retail and Office and, at the discretion of the General Manger, Planning and Growth Management for, the Residential Component, as applicable, the Owner agrees to ensure that the following measures are implemented.
 - (i) establishment of a Transportation Management Association that includes all employers at the Lansdowne Site with a common objective to encourage and support the use of sustainable transportation options by employees under the direction of the TDM Co-ordinator;
 - (ii) provision of employee shower and locker room facilities accessible to all employees on the Lansdowne Site, with two showers for men and two showers for women in close proximity to a secure bicycle parking facility which shower and locker facilities shall be provided through agreements with others and the City;
 - iii) provision of secured employee bicycle parking (150 spaces) on the Lansdowne Site and provision of conveniently located and accessible bicycle parking on the Lansdowne Site for day-to-day visitors or customers (300 public accessible spaces);
 - (iv) promotion of car pooling through preferential on-site parking spaces and car pooling programs administered by the TDM Coordinator for the Lansdowne Site;
 - (v) promotion of a bicycle sharing program for employees and visitors under the direction of the TDM co-ordinator in order to provide an alternative mode of travel for those on-site when off-site day time travel may be required, including providing additional space for a shared-bicycle station;

- (vi) promotion and support of a car sharing program, including designating two parking spaces in a highly visible location on the Lansdowne Site for the program under the direction of the TDM Co-ordinator;
 - (vii) facilitation of the registration of people employed by businesses on the Lansdowne Site for OC Transpo's on-going transit pass program, preferably with a subsidy from employers;
 - (viii) development of targeted information packages; marketing strategies, outreach programs and implementation of other initiatives that are geared to increasing awareness of, promoting/encouraging, supporting employee and visitor use of sustainable travel options as described in the Transportation Plan both under the direction of the TDM Co-ordinator; and
- (b) The City shall ensure through the Air Rights sale or lease agreements that the residential Air Rights Developer, provides one annual transit pass to the initial owner of each condominium unit on occupancy.

28. TDM- Stadium and Urban Park

The Owner shall assume the responsibility for the following measures on the Lansdowne Site as they relate to utilization by the Owner of the urban park to support stadium and civic centre events,

- (a) inclusion of the cost of enhanced transportation services such as transit, off-site parking and shuttle services and the cost to provide secure temporary on-site bicycle parking corrals in the ticket price as set out in the Transportation Plan for events with peak on-site attendances of 5,000 persons or greater. Where an event is held in the urban park that is free, the City will, as part of the cost of the programming for the event, provide for the costs for the foregoing to be part of the programming costs.
- (b) provision of additional direct transit services for events as set out in the Transportation Plan to ensure the provision of transit service to achieve the modal split targets and to support realizing the objectives of the Transportation Plan for increasing transit use for the Events;
- (c) development of off-site parking for events with attendance of 10,000 persons or more and, for events with attendance of 15,000 or more and provision of shuttle bus service running between the off-site lots and the Lansdowne Site as identified in the Transportation Plan;
- (d) development and implementation of an on-site parking operations plan for event of different sizes to control and manage the use of on-site parking for event patrons which plan will include a requirement for patrons parking on-site to pre purchase on-site parking in advance of the event for both ticketed events and free events that may occur in the urban park in order to support increased use of sustainable transportation options and minimize congestion around the Lansdowne Site for events;
- (e) organization and operation of temporary on-site secure bicycle parking corrals as recommended in the Transportation Plan to support and encourage increased use of bicycles as a means of travel for Event patrons; and
- (f) development by the TDM co-ordinator of a variety of TDM promotional packages and programs to support and encourage patrons to events to utilize sustainable transportation options.

Operational Plans (Transit, Shuttles, Traffic and Parking) Implementation

29. General

The Owner acknowledges and agrees to implement the operational plans developed for transit operations, shuttle operations and traffic and parking operations for the Lansdowne Site as set out in the approved operations plans referenced in Schedule “E” including the ongoing monitoring of the operational plans. Any operational issues identified, and measures to address these operational issues shall be implemented to the satisfaction of the General Manager, Planning and Growth Management. The Owner further acknowledges and agrees that any operational changes made from those set out in the operational plans will be reflected as revisions to the operational plans to ensure that the plans remain current and serve as the framework for ongoing operational implementation and monitoring of these operational issues. For the purposes of Clauses 30-37 inclusive “enhanced transit service” means transit service over and above the normal transit service provided to the Lansdowne Site and above the additional service for 67’s games provided prior to 2013.

30. Transit and Shuttle Services

The Owner shall ensure that enhanced transit service is operated for all events with peak on-site attendance reasonably anticipated to be 5,000 persons or more, that off-site parking be provided for all events with attendance reasonably anticipated to be 10,000 or more persons, and that shuttle buses to the Lansdowne Site be provided for all events in the Stadium with an attendance reasonably anticipated to include 15,000 persons or more. The Owner further acknowledges that the required enhanced transit service will be provided by the City, that required shuttle bus service and off –site parking will be arranged by the City or by the Owner as provided for in the project agreement with costs to provide enhanced transit service, shuttle service and off-site parking being at the expense of the Owner. These costs, including the cost for the provision of on-site bike parking corrals will be included within the event ticket prices as set out in the Transportation Plan. More specifically, the provision of enhanced transit service, shuttles and other measures to support use of alternative travel modes shall be instituted in accordance with clause 31 to 37 inclusive of this Schedule.

31. Calendar of Events

The Owner shall provide to the City a semi-annual calendar of stadium events where attendance at an event is reasonably anticipated to be 5,000 persons or more and where enhanced transit service, shuttle service and off-site parking as set out in the Transportation Plan will be required. For all but the largest events the expected attendance shall be confirmed by the Owner at least two weeks ahead of each event and a final estimate will be provided to the General Manager, Transit Services at least two days ahead of each event. For the largest events, involving attendance of 25,000 persons or more, attendance levels will be confirmed by the Owner at least a month ahead of the event and a final estimate provided at least two weeks ahead.

32. Costs of Service

The costs of the enhanced transit service, off-site parking and shuttle services and temporary bicycle parking corrals will be at the expense of the Owner. The amount of service to be provided for each event will be based on the attendance estimate provided by the Owner. The costs will be included in event ticket prices. In the event that the actual costs incurred exceed the additional fees collected through the sale of event tickets for each event, the Owner shall be responsible for assuming such additional costs.

33. Enhanced Transit Service

The required enhanced transit service for all events where such enhanced service is required in accordance with the Transportation Plan shall be arranged by the City at the expense of the Owner, based on the final estimated attendance. The Owner shall

reimburse the City for the costs incurred by the City based on the actual costs of enhanced transit service incurred as determined within five (5) business days following each Event.

34. Shuttle Service

The required shuttle bus service for all events where such service is required in accordance with the Transportation Plan shall be arranged by the City or by the Owner as provided for in the Project Agreement at the expense of the Owner, based on the final estimate of attendance. The Owner shall reimburse the City for the costs incurred by the City based on the actual costs incurred as determined within five (5) business days following each Event.

35. Stadium Events

For stadium events with an attendance reasonably anticipated to be 11,000 persons or more, the Owner shall provide off-site parking and temporary secure bicycle parking corrals in accordance with the Transportation Plan with the costs of such off-site parking and temporary secure bike parking being included within the event ticket prices. The Owner shall reimburse the City for any costs incurred by the City for provision of off-site parking and bike corrals based on the actual costs incurred as determined within Five (5) Business Days following each Event

36. Shuttle Bus Access

The Owner acknowledges and agrees that the shuttle buses referred to herein shall access the Lansdowne Site in accordance with the Transportation Plan and in accordance with the letter of intent dated June 3, 2010 between the City and the National Capital Commission (“NCC”) for use of the Queen Elizabeth Driveway, subject to any further NCC approval and agreement;

37. Events in Urban Park

The Owner acknowledges, where an event is held in the urban park, that enhanced transit service, shuttle service, off-site parking and temporary secure bicycle parking corrals will be provided by the City under the same parameters as set out in clauses 30 to 36 inclusive of this Schedule with costs to be included within event ticket prices. The City will ensure this service is included as part of the overall urban park event programming. Where an event in the urban park is free with no event tickets, the City will ensure that the cost for the enhanced transit service is covered through the overall programming costs related to the event.

38. Transportation Plan Monitoring (Operations Plans and TDM)

The Owner acknowledges that the City will establish prior to occupancy and in consultation with the local community a comprehensive monitoring program for the Transportation Plan as provided for in the Ontario Municipal Board Minutes of Settlement. The Owner agrees to participate in this process and to ensure through the TDM coordinator implementation of the monitoring program at Owner’s expense. The Owner further agrees to implement and/or support implementation by others including the City of any modifications or adjustments to the Transportation Plan that may be identified as required based on the determinations made for any modifications and/or adjustments to the Transportation Plan through the implementation of the monitoring program.

39. Transportation Management Agreement

The Owner shall, through any agreements or subleases, ensure implementation of Transportation Demand Management measures relevant to the applicable component, which agreement or sublease shall have the City as a party for the purpose of the City’s ability to enforce the provisions thereof. The Owner agrees to include a clause requiring

all tenants of Leases and Subleases to be members of a “Transportation Management Association” or “TMA” to be established and led by the TDM Coordinator as set out in the TDM plan. The TMA will work with the TDM Coordinator in promoting sustainable modes of transportation to its members.

40. On-site Parking Operations Plan and Parking Management Agreement

The Owner shall develop and implement an on-site parking operations plan for the Lansdowne Site for events of different sizes to control and manage the use of on-site parking for event patrons, which plan shall include a requirement for patrons parking on-site to purchase on-site parking in advance of the event thereby supporting increased use of sustainable transportation options and minimize congestion around the Site for major events. Where events are held in the urban park, the Owner shall work with the City to manage on-site parking operations consistent with its on-site parking operations for stadium events and where events in the urban park are free, the City will ensure that pre-paid parking be required for any event patrons wishing to park on site.

41. Parking Management Agreement

The Owner shall develop a parking management agreement that will, support and achieve overall objectives of the Transportation Plan through the on-site parking operations plan for the Lansdowne Site and address matters set out in Motion 92-18 approved by Council on June 28, 2010. In this regard, the Parking Management Agreement shall include but not be limited to provisions related to the following matters:

- (a) way-finding for the garage to provide clear directions to Bank Street;
- (b) consideration being given to extending any parking validation programs to include Bank Street merchants;
- (c) designating areas for preferential parking for car pools;
- (d) operational matters for management of the Parking Structure when there are events at the Stadium and within the urban park (including requiring that participants attending events with paid admission and for free events in the urban park wishing to park on-site to purchase on-site parking in advance of the Event);
- (f) participation by the TDM Coordinator in the implementation of the Parking Management Agreement, including monitoring of on-site parking use and operations to be addressed in semi-annual and yearly monitoring reports to be developed and submitted to the City as provided for in clause 24 above.

42. On- Street Parking

The City, as part of its off-site traffic and parking operations, shall not remove any parking on Bank Street during events in the Stadium with an attendance reasonably anticipated to be under 15,000 persons unless specifically provided for in the Transportation Plan or where need for removal may be determined through monitoring and where modifications to the traffic and parking operations are required by the City, acting reasonably

43. South Side Berm Multi-purpose Path

The design details for the south side berm multi-purpose path which design shall address matters of width, vehicular turn around, pedestrian connection into the south side stands and physical access controls have been approved by the LDRP subject to compliance by the Owner with the following:

- (a) this multi-purpose path shall serve first and foremost as a pedestrian and cycling path connection from the Bank Street bridge into the urban park and may when events are held at the stadium be used for limited and controlled vehicular use to provide an access for team buses, for drop off and pickup of players, chauffeured vehicles for drop off and pick up of dignitaries and other VIP’s and media vehicles;

- (b) there shall be no connection that will allow for vehicular access from the path into the parking facility or into the south side stands;
- (c) the hard surfaced area required to provide a functional turn around shall be kept to a minimum;
- (d) removable bollards and signage shall be provided at the entrance to the path from Queen Elizabeth Driveway access to ensure that vehicular use of the path will be restricted to authorized vehicles;
- (e) no parking shall be permitted on the path;
- (f) the path may be used as a secondary emergency access for the Lansdowne Site and may be used by vehicles requiring access for maintenance activities for the south side stands and berm;
- (g) when the path is used for drop-off and pick up related to stadium events, such use shall be managed as part of the on-site event management activities with event management staff marshalling vehicles along the path and ensure safety for pedestrians and cyclists.

44. Approval of Final Architectural Plans

The Owner acknowledges and agrees that the final exterior design, massing, materials and roof treatments for all new buildings and for the stadium renovation to be constructed by the Owner and Ottawa Sports and Entertainment Group partnership, shall be subject to review and approval by the LDRP in accordance with the compliance review process approved by the LDRP that is included as Schedule “G” to this Agreement and shall be noted as approved by the General Manager, Planning and Growth Management prior to any permits being issued. The Owner further acknowledges and agrees that all permit plans shall provide for the implementation of the approved final architectural plans. The requirements for architectural plans are addressed in Clause 46 herein.

Specific requirements of elements to be reflected on the conceptual and final architectural plans to be approved prior to permits being issued are set out in the new conditions to be part of the final site plan approval.

45. Parties Obligated by Approval

The Owner acknowledges and agrees to fulfill all obligations set out in this Agreement that applies to the area of the site that the Owner is responsible for under the Project Agreements and shall fulfil all those obligations that are defined within this Agreement and/or the Project Agreement as the responsibility of the Owner for those lands subject to the site plan approval that are being retained by the City. The parties acknowledge that certain obligations are also the responsibility of other development proponents that may be involved in the implementation of the Lansdowne Site project. This would include the City for Works on the lands remaining under control of the City and as may be set out in this Agreement and/or the Project Agreement and the Air Rights Developers. Specific obligations of the Air Rights Developers are detailed in Clause 46 herein.

46. Obligations for Air Rights Request for Proposal (“RFP”) Proponents

The Owner acknowledges that the City will ensure that the successful proponents to the Air Rights Request for Proposal will be required to adhere to any requirements/conditions set out in this Agreement that relate to the air rights developments to ensure that all successful Air Rights Developers shall be bound through their air rights agreements to fulfilling all final site plan approval obligations requirements of these Agreements.

An Air Rights Developer must design the development in accordance with the following requirements:

- (i) the development must be within the envelope established by the Zoning By-law and must be consistent with requirements of the Stage 2 Integrated Site Plan approval (plans and conditions);
- (ii) the Air Rights Developers must design the development in collaboration with the designers of the commercial elements to ensure integration of the commercial elements with the air rights development; and
- (iii) the Air Rights Developers' designs, along with the designs for the commercial elements that the air rights development will integrate with, shall be subject to design review and approval by the LRDP for the conceptual architectural designs and design review and comment by the City's Urban Design Review Panel (UDRP) for the final architectural designs that will be considered by the General Manager, Planning and Growth Management in giving final approval to the architecture for the air rights elements prior to building permits being issued for the air rights elements.

47. Air Rights Development Design Details

The parties acknowledges that the details for the building footprints for the Holmwood Avenue air rights development and the related landscape and streetscape design details between the air rights development and the Holmwood curb line that will be the responsibility of the Air Rights Developer and that will be determined through a design review process with the LDRP (for compliance with landscape details and conceptual architectural plans) and through the Urban Design Review Panel (for the final architectural plans) shall be deemed to be approved modifications to the approved site plan and will not be subject to a further approval process for a site plan revision. The details under this provision will be considered part of the final site plan approval.

Further, Building K as shown on the approved Site Plan referenced in Schedule "E" herein, under the Air Rights Request for Offer ("RO") will also be designed and constructed by the successful residential Air Rights Developer within a location that is generally identified on the approved Site Plan with the Air Rights sale or lease requiring that the Air Rights Developer determine the design details related to footprint, location in collaboration with the Owner's design team, and conceptual architecture and that this be subject to LDRP review and approval. Once LDRP review and approval has been given for the footprint and location and specific measures to be developed by the Air Rights Developer to provide for integration of Building K with the other elements of the Lansdowne project, and for the conceptual architecture, these details under this provision will be considered part of the final site plan approval and will be appended as approved plans to the approved Site Plan. The final architectural plans will be subject to review by the Urban Design Review Panel and final approval by the General Manager, Planning and Growth Management prior to permits being issued.

48. New or Amended Conditions

The Owner acknowledges and agrees that, throughout the process, new or amended conditions may be determined by the General Manager, Planning and Growth Management and/or the LDRP for matters where LDRP review and approvals are required as set out in the conditions for final site plan approval. These new or amended conditions will be incorporated as required into the final site plan approval and will be included as appropriate in this Agreement or through an Amending Site Plan Agreement.

49. Ontario Heritage Trust ("OHT") Approvals

The Owner and the City acknowledge and agree that, where any required OHT approval, pursuant to the Heritage Easement Agreement between the OHT and the City, requires modifications/refinements to Works as reflected and shown on the plans that are part of the final approved Site Plan, such modifications/refinements shall be deemed to be approved modifications and not subject to a further site plan approval. The Owner further acknowledges and agrees that such modified plans under this provision will be considered part of the final site plan approval and shall form part of this Agreement.

50. Ontario Municipal Board (OMB) Minutes of Settlement

(a) Interim Landscape Plan

The Owner acknowledges that the City will develop an interim landscape plan consistent with requirements set out in the OMB Minutes of Settlement regarding Lansdowne Zoning (OMB File No. PL101256), with the Holmwood Group and this landscape plan shall form part of the final approved site plan and shall be implemented by the City, in accordance with the provisions set out in the Minutes of Settlement.

(b) Rezoning and Dedication of Parkland along Holmwood

The parties acknowledge and agree that should a building permit(s) for residential for a minimum 30% of the Holmwood frontage not be issued within ten (10) years of the construction and occupancy of the first of the commercial buildings shown as Buildings A, B, C and D on the approved Site Plan referenced in Schedule “E” herein, any lands where the residential air rights have not commenced shall be subject to the initiation of a process within two (2) months thereafter to have those lands rezoned by Council for park purposes and dedicated as such.

(c) Access from Holmwood

The Parties acknowledge that the following limitations apply to the use of Holmwood for vehicular access:

(i) no commercial vehicles, including but not limited to service or utility vehicles serving non-residential uses at the Lansdowne Site shall utilize Holmwood Avenue for any purpose including but not limited to access, parking and loading

(ii) no vehicular traffic to or from the Lansdowne Site shall enter or exit the Lansdowne Site from Holmwood except as set out below:

- Emergency vehicles may access the Lansdowne Site at grade from Holmwood in the areas between Buildings C and D as shown on the approved Site Plan referenced in Schedule “E”;
- Vehicular access to and from the below grade parking for residential units fronting onto Holmwood and in Building A is permitted from Holmwood;
- On a day of a scheduled event in excess of 15,000 people, the cars from delineated and controlled parking areas in the below grade parking facility for a maximum of 300 parking spaces associated exclusively with commercial and retail shall be permitted to exit onto Holmwood but only during the event and for a three hour period before and after the event.

51. Finalizing of Engineering Approvals

The Owner acknowledges and agrees that, prior to the issuance of commence work orders for engineering Works dealing with site servicing, drainage and stormwater management, all final engineering approvals including the issuance of any required Ministry of the Environment (“MOE”) certificates of approval shall have been obtained from all applicable approval agencies including but not limited to the MOE, Canadian Environmental Assessment approval to renew the licence for the existing storm drain from the Lansdowne Site to the Rideau Canal, and City engineering approvals in accordance with City’s engineering approvals processes. Any modifications that may be required to the approved engineering plans to reflect details of any of these final approvals will be deemed to be approved modifications to such plans and not subject to further site plan approval. Such modified plans will be considered part of the final site plan approval and form part of this Agreement.

52. Conceptual and Final Architectural Plans

- (a) The Owner acknowledges and agrees that the LDRP has given approval to the conceptual architectural plans for the new commercial buildings to be located within the mixed use area and for the stadium. The Owner further acknowledges and agrees that these final plans (developed to 75% design completion) shall serve as compliance plans for the LDRP in its review for purposes of giving approval to the final architectural plans.
- (b) Prior to the issuance of the building permits, final approval of the architectural designs for new buildings to be constructed by the Owner (consistent with the conceptual architectural plans approved by the LDRP) shall be obtained from the LDRP in accordance with the compliance review process approved by the LDRP that is included as Schedule “G” to this Agreement. However, the final approval of the architectural plans for the air rights elements requires approval from the General Manager of the Planning and Growth Management, following approval of conceptual architectural plans for the air rights elements by the LDRP and review of the final air rights architectural plans by the UDRP prior to permits being issued for the air rights development. All final architectural plans shall form part of the final site plan approval and the final exterior design reflected on permit drawings shall provide for implementation of the approved architectural plans. The final architectural plans once approved, will serve as compliance plans that will be used to determine compliance for purposes of the issuance of building permits.
- (c) Where any modifications are proposed by the Owner to final plans approved by the LDRP, prior to permits being issued or following the issuance of a permit and prior to the first occupancy, such modifications shall be reviewed and approved by the LDRP prior to any permits being issued or works being commenced as the case may be to implement the modifications being proposed. Any modifications following approval of the final architectural plans for the air rights development will require approval by the General Manager, Planning and Growth Management.

53. General

Architectural plans shall be developed by the Owner to respond to specific requirements and directions approved by Council in its stage 1 approval of this Site Plan. These plans, along with the specific requirements set out in Special Condition 3 of the Stage 1 approval by Council of the site plan are restated in Part A Directions below, with modifications to reflect.

- (a) changes resulting from the OMB zoning approval process referred to in clause 50 of this Schedule;
- (b) the design guidelines set out in the guidelines and directions document that consolidate both specific and broad architectural design directions and guidelines approved by Council as part of its stage 1 approval of the site plan approval; and
- (c) the Ontario Heritage Trust (“OHT”) principles document for buildings adjacent to and within lands covered by the 1996 Heritage Easement Agreement registered on title between the City and the OHT.

The foregoing shall serve as a point of reference along with the specific directions provided by the LDRP for developing detailed architectural plans for all new buildings and for the stadium renovation that are set out below in the Part B directions.

Part A-Directions

Urban Mixed Use Area Buildings

- (a) Accommodation of continuous at grade retail types uses along all primary public realm spaces so as to provide for animation and interest within the

mixed use area recognizing that there will be interruptions in the retail space to accommodate residential and office lobbies/entries for upper floors;

- (b) Accommodation of the retail strategy approved by Council and provision of direct access at regular intervals consistent with a main street commercial corridor for retail uses and the directions set out in the approved retail strategy;
- (c) Design of the upper facades for non residential podiums and buildings with transparent glazing and architectural detailing to ensure that upper facades will contribute to a dynamic visual environment and add to the animation of the public realm with minimal blank wall conditions;
- (d) Integration of roof top mechanical equipment, where provided, into the architecture of the building so as to avoid roof top clutter and provide sound attenuation for roof top mechanical equipment; and
- (e) Respect for all building design directions set out in the Official Plan and in Council approved design guidelines including but not limited to the City's tall building design guidelines and residential infill design guidelines, and directions set out in the Guiding Principles approved by Council on June 28, 2010 for the Lansdowne Site.

Holmwood Avenue Residential

- (a) Design of street-oriented residential units to have a strong street presence through the use of front porches, direct entrances, front yard areas and ground floor windows that are associated with main living areas for the residential units;
- (b) Design integration between upper floor residential elements and lower floor commercial podiums for mixed use buildings as reflected on the conceptual architectural plans developed by B.J. Hobin for the LRDP. (With the modifications made to respond to the final OMB approved zoning, this now only applies to Building A as shown on the approved Site Plan referenced in Schedule "E" herein);
- (c) Provision of a three to four storey residential edge along Holmwood in the form of townhouse and/or stacked town house units behind and abutting commercial buildings B, C and D as shown on the approved Site Plan referenced in Schedule "E" herein that are oriented into Lansdowne;
- (d) Limitation of the number of residential stories for Block A to 10 stories over a two storey commercial podium; and
- (e) Respect for all building design directions set out in the Official Plan and in Council approved design guidelines such as but not limited to the City's tall building design guidelines and residential infill design guidelines, and directions set out in the Guiding Principles approved by Council on June 28, 2010 for the Lansdowne project.

Stadium

- (a) Respectful integration of proposed new elements for the stadium (including any enhancements to the existing ramps and the proposed commercial element along the north face of the stadium) with the architecture of the current stadium with particular reference to materials and overall styling and design. Such integration to be carried out in a way that respects the expression of the stadium's defining elements as set out in the Statement of Cultural Values Heritage Impact Assessment study report prepared by Commonwealth Historic Resources dated September 2010.

- (b) Respect for the directions set out in the Guiding Principles approved by Council on June 28, 2010 for the Lansdowne Site.

Bank Street Esplanade Buildings

- (a) Design of the Bank Street Buildings (siting and design) to work with and contribute to creating a node and focus for the Bank Street traditional mainstreet at Lansdowne and to support the streetscape design for the integration of the Bank Street Rehabilitation project with the Lansdowne Site. Buildings must accommodate continuous at grade animation and retail type activity with public accesses from the street and locating buildings to provide sufficient space to accommodate high pedestrian volumes. Towers are to be positioned over podium structures with a defined setback or architectural detailing to distinguish the podium from the tower and contribute to creating a human scale street environment; and
- (b) Respect for all building design directions set out in the Official Plan and in Council approved design guidelines such as but not limited to the City's tall building design guidelines and residential infill design guidelines, and directions set out in the Guiding Principles approved by Council on June 28, 2010 for the Lansdowne Site.

Part B-Directions

In addition to the requirements set by Council in its Stage 1 approval of the Site Plan, the following building specific architectural design requirements and directions shall be addressed by the Owner in developing the final architectural plans for specific buildings:

Horticulture and Building D

The potential to integrate the Horticulture building with Building D as shown on the approved Site Plan referenced in Schedule "E" herein shall be examined in order to improve the public realm experience for the corridor extending from Adelaide street into the site and to capitalize on programming opportunities that will provide for a dynamic and active focus that compliments and supports both the Aberdeen square and urban village areas and the urban park. Should it be determined through this examination that the Horticulture building and Building D as shown on the approved Site Plan referenced in Schedule "E" herein will be physically integrated with each other, any modifications that would be required to the Site Plan to reflect this integration will be deemed as an approved modification to the Site Plan. Further, any modifications to the Horticulture building to support its adaptive re-use that will be finalized as part of the programming plan for this building, which could include a modified footprint for the Horticulture building to support its move, adaptive re-use plan and strategy and integration with the Holmwood streetscape, will be subject to review by the LDRP and will be subject to approval by Council as part of its approval of the programming plan and will then be deemed as an approved modification to the Site Plan.

Building C

- (a) Provision for the height of Building C as shown on the approved Site Plan referenced in Schedule "E" herein to be a maximum 24 metres above grade so as to be below the height of the bottom of the dome (which is 24 metres above grade) of the Aberdeen pavilion to ensure that the dome of this building will retain its dominance with the outside walls of Building C not exceeding a maximum height of 22 metres to ensure the scale of the building will integrate with the scale of adjacent buildings and a human scale public realm experience;
- (b) Design of the building to incorporate a design style and language that will provide for this building to be a fabric building that does not compete with the dominance, prominence and architectural significance of the Horticulture building and Aberdeen pavilion. The design must work well with these heritage buildings in framing and defining Aberdeen square and to provide for a building in design and quality suitable for inclusion adjacent to the Rideau Canal World Heritage Site; and

- (c) Design of the building in such a manner as to avoid expansive blank wall conditions on any façade, or mechanical or servicing apparatus that will be visible from public realm areas that are both within the site and outside the site with specific reference to the World Heritage Site views.

54. Ontario Heritage Trust (“OHT”) Requirements

Consistent with Clause 49 herein, the Owner acknowledges and agrees that the final architectural plans shall incorporate any requirements of the OHT for any buildings that may be located on lands covered by the 1996 OHT Agreement and these plans will then be deemed as the approved plans for such buildings.

55. Sustainability (LEED Neighborhood Development (“ND”) and LEED New Construction (“NC”) and Core and Shell (“CS”))

- (a) The Owner acknowledges and agrees that the final approved Site Plan shall be submitted by the City for LEED ND Certification of the plan and once development is completed, the project will be submitted for LEED ND certification for the project.
- (b) The Owner further acknowledges and agrees that all tender documents related to site development and building permit plans shall be developed to achieve the LEED targets set out in the LEED ND Sustainability document for the site (under LEED ND) developed by Enermodal and dated June 2010, and achieve the LEED for Buildings (LEED NC or LEED CS) set out in the Building Sustainability Document developed by Enermodal and dated June 2011. Such tender documents will be subject to compliance review throughout the construction process. For the site, a formal compliance process to provide third party verification in accordance with requirements for attaining LEED ND certification shall be followed. A formal compliance process to achieve LEED NC certification to allow the pre-requisites to achieving LEED ND certification for the project shall be followed for at least one of Building A, I or K as set out in the Sustainability Strategy for buildings. In all other cases, new buildings shall incorporate sustainability features to strive to achieve the sustainability targets set out in the Building Sustainability Document prepared by Enermodal dated June 2011 for buildings with a third party verification, as provided for in the Sustainability Strategy for buildings, to provide for verification of the sustainability target that has been achieved.

56. Sustainability Elements

As part of implementation of the sustainability directions to achieve the targets set out for the Lansdowne Site and for buildings, a feature or features that will showcase certain sustainability aspects of the project shall be provided to the satisfaction of the LDRP. This could include but is not limited to:

- (a) including a feature(s) that is clearly understood and highlighted as a sustainability feature unique to the project or a building such as green roofs, solar voltaic roof panels, and provision of a partitioning cell as part of the stormwater management system to capture stormwater for irrigation of soft landscaping;
- (b) including as part of the interpretive features, a showcasing of the site’s sustainability elements; and/or
- (c) including as part of the programming sustainability education opportunities/demonstrations.

The Owner shall define the sustainability elements to be showcased. These are set out in a document entitled “Lansdowne Park Sustainability Plan” and dated June 2012 and were provided to the LDRP for review and have received approval from the LDRP. The elements set out in this document shall be implemented by the Owner and/or the City as set out in the document.

57. Universal Accessibility

The Owner acknowledges and agrees that all detailed design work for preparing required tender documents related to site development and building permit plans shall be undertaken in accordance with the directions set out in the Accessibility Strategy developed by BDEL (Betty Dion Enterprises Ltd.) Universal Design and Accessibility Compliance Framework and Approach, Part A and B dated June 14, 2011 and construction shall be subject to accessibility compliance review through the construction process as set out in the accessibility strategy.

58. Event Management

The Owner acknowledges and agrees that the Event Management Plan entitled "Transportation Strategy" developed by Cannon Design and Delcan Corporation dated June 2011, which strategy details how support for various levels of activity would be provided and various needs would be accommodated, shall be used to inform the development of the management and operational plans for various scales of activities and events that will be implemented through the Project Agreement between the City and the Owner

59. Public Realm Design

- (a) The Owner acknowledges and agrees that the Landscape Plan included as part of the Stage 2 approval of the Site Plan along with the more detailed design directions set out in the Lansdowne Design Manual V.5 as well as additional detailed directions approved by the LDRP when approval was given to the Landscape Plan included with the stage 2 approval shall serve as the basis for developing tender documents for the public realm. The Owner further acknowledges and agrees that these will serve as compliance materials for the LDRP for its review and approval of the final public realm design to be included in the tender documents for the public realm construction in accordance with the compliance review process approved by the LDRP that is included as Schedule "G" to this Agreement.
- (b) The Owner acknowledges and agrees that the Landscape Plan and related design details directions approved by the LDRP as noted above provides direction for the following as a minimum to establish overall direction for developing the design details that will be included in tender documents:
 - (i) areas of hard and soft landscaping consistent with the conceptual landscape plan approved by Council as part of its stage 1 approval of the site plan;
 - (ii) material palette and patterning for the hard landscaping areas in both the mixed use area and urban park area including paths and corridors including paving patterns;
 - (iii) locations for lighting fixtures, furnishings, bollards, curbing, public art and interpretive elements, street signage, permanent bike parking and locations for and conceptual designs for any other public realm design features to be provided such as water features, outdoor patios, stages, and market stalls for the farmer's market;
 - (iv) locations for trees within hard surfaced areas along with planting specifications, and areas for tree planting within soft surface areas
 - (v) conceptual design directions for achieving integration of the public realm design with the architectural design;
 - (vi) design details for the garage exits that are required to be provided and that will be located within the public realm area.
- (c) The Owner will ensure that the design details for the public realm as reflected on the final landscape plan and to be implemented through tender documents shall provide for the implementation of the public realm to exhibit a pedestrian first focus with areas that will serve to support vehicular circulation and loading incorporating design details for these to first and foremost be spaces for

pedestrians where vehicular circulation and loading activity will be tolerated. The Owner acknowledges and agrees that the vehicular circulation and loading operations shall be managed through site operational parameters and requirements relative to various levels of activity including setting out times when loading and various levels or vehicular use of public realm spaces can occur so as to not interfere with or diminish the public realm experience for pedestrians. The vehicular circulation and loading operations shall be managed through site operational plans to be developed jointly between the Owner and the City to set out operational parameters and requirements relative to various levels of activity including setting out times when loading and various levels of vehicular use of public realm spaces can occur so as to not interfere with or diminish the public realm experience for pedestrians.

- (d) Where any modifications are proposed to the public realm design details following the approval of the details by the LDRP either before or after tender documents have been issued, such modifications shall be reviewed and approved in accordance with the Compliance Review Process described in Schedule “G” to this Agreement prior to the issuance of tender documents or the issuance of change orders to tender documents as the case may be to provide for the implementation of the modifications being proposed.

60. Signage and Way Finding

- (a) Prior to the issuance of building permits, the Owner acknowledges and agrees, to develop a detailed signage and way finding plan in accordance with the principles and directions set out in the Lansdowne Design Manual V.5 (including those set out in the accessibility directions document in this Design Manual through a collaborative process involving the design teams and the City’s accessibility consultant for review by the LRDP and approval by Planning Committee.
- (b) The Owner further agrees to implement the integration of way-finding with the Bank Street BIA (that includes way-finding for the below grade parking) as directed through Motion 92-18 approved by Council on June 28, 2010.
- (c) Once approved, the Owner acknowledges and agrees to provide signage and way finding at the Lansdowne Site in accordance with the signage plan as approved by Planning Committee. Should a signage plan not be developed and approved, the Owner acknowledges and agrees that signage will be provided in accordance with the City’s Signs By-law, being By-law No. 2005-439, as amended and Temporary Signs By-law, No. 2004-239, as amended,. A way-finding plan that integrates Lansdowne with the rest of the Bank Street BIA will however remain a requirement.

61. Programming

- (a) The Owner acknowledges and agrees that a detailed programming plan for the urban park shall be developed by the City’s Landscape Architect responsible for the urban park design and programming through a process that engages local community groups and in accordance with the draft programming plan that has been prepared. The Owner further acknowledges that the detailed programming plan shall be approved by Council prior to completion of construction. The detailed programming plan will include operational costs dealing with amongst other matters TDM requirements including but not limited to transit and shuttle operations and costs.
- (b) The parties agree to co-ordinate programming for the stadium and urban park as approved by City Council on February 8, 2012.

62. Interpretation and Public Art

The Owner acknowledges and agrees that the directions and strategies for historical interpretive elements/features/public art developed by Commonwealth Historic Resources Management Ltd. (“CHRML”) (Lansdowne Park Interpretative Plan Strategy dated June 2011) and Jill Anholt (Public Art Strategy dated June 2011) and including an element(s) to pay tribute to and recognize the relationship of the Algonquin First Nation to the Rideau River waterway, (June 2011), shall be used as the basis for the City developing an implementation program for such elements. Such program shall address potential interpretive and/or public art elements that can be implemented as part of the construction project within the Council-approved project budget and identifies those elements that would be pursued and provided over time along with potential funding sources. This implementation strategy shall be brought forward to Council prior to the finalization of the Project Agreements between the City and the Owner in order to respond to the direction provided by Council in November 2010 when Stage 1 Approval was given to the Site Plan to report back on the manner in which public art and interpretive elements would be provided.

63. Lighting

- (a) The Owner acknowledges and agrees that consistent with the directions set out in the Lighting Strategy developed by Gabriel Mackinnon Lighting Design, dated June 2011, details for implementation of site lighting as part of the construction process shall be jointly determined and undertaken by the City and the Owner through a collaborative process involving the City’s lighting consultant, the various design teams and the City’s accessibility consultant. The Owner further agrees that the implementation of the site lighting shall be consistent with the principles and directions document endorsed as part of the site plan approval for site lighting, directions related to site lighting set out in the public realm guidelines document and directions related to site lighting set out in the accessibility directions document and including advancing opportunities to use lighting as an interpretive element as identified in the Interpretive plan directions.
- (b) The final lighting details shall be developed by a professional with expertise in site lighting and shall respond to the City’s lighting standards, address the site lighting needs and advance a unique lighting concept for Lansdowne as directed in the site lighting strategy. In particular, the following criteria for site lighting as set out in the City’s site lighting policy are to be respected to the extent possible recognizing objectives to be met to achieve LEED standards:
 - (i) lighting must be designed using only fixtures that meet criteria for full cut off classification as recognized by the Illuminating Society of North America (IESNA or IES);
 - (ii) lighting shall result in minimal light spillage onto adjacent properties. As a guidelines, 0.5 fc is normally the maximum allowable spillage. a
- (c) The Owner acknowledges and agrees that, upon completion of the Works, the Owner shall provide certification satisfactory to the General Manager, Planning and Growth that the site lighting has been constructed in accordance with the site lighting plan.
- (d) The Owner shall provide the site lighting details to the General Manager, Planning and Growth Management as they are developed to ensure consistency with the foregoing criteria, prior to such site lighting implementation.

64. Noise Study

The Owner acknowledges that a Noise Attenuation Study in compliance with the City of Ottawa Environmental Noise Control Guidelines shall be completed by the developers of the residential air rights to the satisfaction of the General Manager, Planning and Growth Management. The noise control attenuation measures recommended in the approved Noise Attenuation Study shall be implemented by the developer of the residential air rights, to the satisfaction of the General Manager, Planning and Growth.

65. Project Agreement- Events of Default

- (a) In the event that the Owner does not provide the performance deposit contemplated by this Agreement upon execution hereof (including, for greater certainty, in the amounts and subject to the terms of Schedule “B” hereof), then the following additional terms, conditions, rights and remedies shall apply:
- (i) in the event of a default by the Owner or its assigns in the provision and maintenance of all Works required to be done by the Owner pursuant to this Agreement, the Owner and the City acknowledge and agree that such event of default shall be deemed to be an “OSEG Event of Default” (as such term is defined in the Project Agreement) for the purposes of the Project Agreement (a “Site Plan Event of Default”).
 - (ii) Sections 20.2 to 20.7 of the Project Agreement shall apply in respect of a Site Plan Event of Default on the same terms and conditions as an OSEG Event of Default under the Project Agreement, *mutatis mutandis*.
- (b) For greater certainty and notwithstanding the provisions of Section 16, 17 and 18 of the Agreement dealing with the partial release of performances deposits, this Section 65 of Schedule “D” will remain in force and effect until the Acceptance of the Works by the City.
- (c) For greater certainty, this Section 65 of Schedule “D” does not alter or impair the Owner’s obligation to pay fees and charges as contemplated in this Agreement, including in Section 7 of this Agreement and Schedule “B” hereto.

66. Guarantor

Ottawa Sports and Entertainment Group covenants and agrees to guarantee the performance of the Owner with respect to responsibilities and obligations of the Owner pursuant to this Agreement.

67. Compliance Review Process- Final Design Plans

The Owner acknowledges and agrees that approval of the final exterior design of the buildings to be constructed by the Owner and of the final design details for all public realm areas that the Owner will be responsible for constructing will be provided through the compliance review process that is included as Schedule “G” to this Agreement. The Owner further acknowledges and agrees that permits to allow construction to proceed for the exterior design finishing of buildings will not be issued until approval of the final exterior design for buildings has been given through the compliance review process. In addition, the Owner agrees that tenders to proceed with the construction of the public realm finishing will not be awarded by the Owner until such time that the final design details for the public realm have been approved through the compliance review process. All tender documents awarded for the construction of buildings and for construction of the public realm areas will incorporate the final approved exterior architectural design plans for buildings and the final approved design detail finishing for public realm areas once these have been given through the compliance review process and will provide for exterior architectural designs and public realm finishing to be constructed in accordance with the approved exterior architectural designs and public realm finishing reflected on the final approved plans.

68. Stadium Scoreboard

The Owner acknowledges and agrees that any LED or electronic messaging/advertising to be provided on the Bank Street frontage of the Stadium scoreboard, outside those time periods when this area of the stadium scoreboard is being used for messaging/information/wayfinding or advertising in association with an event being held at Lansdowne, shall be subject to controls.

The controls shall be in accordance with any conditions that may be imposed by the General Manager, Planning and Growth Management as part of the sign permit that will be required for this feature, as set out in the Lansdowne Signage and Wayfinding Plan. The Owner acknowledges that such conditions may relate to but are not necessarily limited to matters of size, intensity of light, and the time periods when such messaging/advertising may be provided. The Owner acknowledges that such conditions related only to any advertising to be provided which would exclude naming rights and sponsorships can be reviewed and updated as required during the first year of operation, so as to address any community concerns regarding the intensity of illumination, time of use and appropriateness of the messaging/advertising for this public space and main street environment

69. Obligations of Owner

Notwithstanding that both Lansdowne Retail Limited Partnership and Lansdowne Stadium Limited Partnership have entered into this Agreement as Owner, the obligations of each of them as Owner under this Agreement shall be limited to Works and other obligations relating to the lands leased to it only and neither of them shall have any obligations under this Agreement for Works and other obligations relating to the lands leased to the other of them. The lands leased to Lansdowne Retail Limited Partnership are described in Part 1 of Schedule “A” to this Agreement and the lands leased to Lansdowne Stadium Limited Partnership are described in Part 2 of Schedule “A” to this Agreement. Further, notwithstanding the date of this Agreement or anything to the contrary in this Agreement, the City acknowledges and agrees that the obligations of Lansdowne Stadium Limited Partnership under this Agreement are limited only to those matters to be performed from and after the commencement of the term of its lease from the City of the lands described in Part 2 of Schedule “A” to this Agreement and that all obligations with respect to those lands to be performed prior to the commencement of the term of that lease shall be performed by and at the cost of the City.

70. Development Charges

The Owner shall pay development charges to the City in accordance with the by-laws of the City.

71. Inform Prospective Purchasers of Development Charges

The Owner and its successors and assigns covenant and agrees to inform prospective purchasers of the development charges that have been paid or which are still applicable. The applicable development charges shall be stated as of the time of the conveyance of the relevant land and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to change in accordance with the *Development Charges Act, 1997* and the *Education Act, R.S.O. 1990, c.E.2*, as amended, Part IX, Division E.

72. Development Charges – Instalment Option

The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two instalments at the options of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development

charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:

- (a) written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
- (b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
- (c) indexing of the development charges in accordance with the provisions of the Development Charges By-law.

The Owner further acknowledges that Council may terminate the eligibility for this two stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.

For the purposes of this provision,

“discounted portion” means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.

“non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

SCHEDULE “E”

LIST OF APPROVED PLANS AND REPORTS

The plans listed below shall be deemed to form part of this Agreement as though they had been physically incorporated herein.

1. **Integrated Site Plan, Drawing No. A1-00**, prepared by Phillips Farevaag Smallemberg, dated August 2011, 4th revision dated January 6, 2012 and approved by the City on January 16, 2012.
2. **Public Realm Integrated Landscape Plan, Drawing No. L1-00**, prepared by Phillips Farevaag Smallemberg, dated August 2011, 4th revision dated January 6, 2012 and approved by the City on January 16, 2012.
3. **Existing Conditions Plan, Drawing No. C01001**, prepared by David Schaffer Engineering Ltd. and Stantec, dated January 9, 2012, 2nd revision dated January 10, 2012, issued for Site Plan Approval January 11, 2012 and approved by the City on January 16, 2012.
4. **Lansdowne Park, Site Servicing Plan, Drawing No. C01003**, prepared by David Schaffer Engineering Ltd. and Stantec, dated January 9, 2012, 2nd revision dated January 10, 2012, issued for Site Plan Approval January 11, 2012 and approved by the City on January 16, 2012.
5. **Lansdowne Park, Site Grading Plan, Drawing No. C01002**, prepared by David Schaffer Engineering Ltd. and Stantec, dated January 9, 2012, 2nd revision dated January 10, 2012, issued for Site Plan Approval January 11, 2012 and approved by the City on January 16, 2012.
6. **Lansdowne Park, Erosion and Sediment Control Plan, Drawing No. C01004**, prepared by David Schaeffer Engineering Ltd. and Stantec, dated January 9, 2012, 2nd revision dated January 10, 2012, issued for Site Plan Approval January 11, 2012 and approved by the City on January 16, 2012.
7. **Lansdowne Park, Storm Drainage Area Plan, Drawing No. C01005**, prepared by David Schaffer Engineering Ltd. and Stantec, dated January 9, 2012, 2nd revision dated Jan 10, 2012 issued for Site Plan Agreement on January 11, 2012 and approved by the City on January 16, 2012.
8. **South Stands Elevations – North & South Elevations, Drawing No. AS.0301**, prepared by CANNONDESIGN, dated October 1, 2008, 4th revision dated November 28, 2011 and approved by the City on January 16, 2012.
9. **South Stands Building Sections – NS Sections AA & BB, Drawing No. AS.0331**, prepared by CANNONDESIGN, dated October 1, 2008, 6th revision dated January 4, 2012 and approved by the City on January 16, 2012.
10. **South Stands Building Sections, Drawing No. AS.0332**, prepared by CANNONDESIGN, dated November 27, 2011, 5th revision dated January 4, 2012 and approved by the City of Ottawa on January 16, 2012.
11. **Detailed Elevation, Sheets 5 & 6**, prepared by CANNON DESIGN, dated October 6, 2011, and approved by the City on January 16, 2012.
12. **Model Views & Detailed Storefront Section, Sheet 7**, prepared by CANNONDESIGN, dated October 6, 2011, and approved by the City on January 16, 2012.
13. **Building J - Overall Building Elevation & Section, Drawing No. A0200**, prepared by CANNONDESIGN and approved by the City on January 16, 2012.

14. **Building J - Lower Concourse Floor Plan, Drawing No. A0102**, prepared by CANNONDESIGN and approved by the City on January 16, 2012.
15. **Building J - Roof Plan, Drawing No. A0104**, prepared by CANNONDESIGN and approved by the City on January 16, 2012.
16. **Rendered (Elevations) - Street, Drawing No. A-03.1 & A-03.2**, prepared by Perkins Eastman, dated November 2011 and approved by the City on January 16, 2012 subject to the plans for Building A being modified to ensure that 10 floors of residential can be accommodated and these modified plans being approved by the LDRP at which time the modified plans for Building A will be the approved conceptual plans for this building.
17. **Rendered (Elevations) - Blocks, Drawing No. A-03.3 to A-03.19**, prepared by Perkins Eastman, dated November 2011 and approved by the City on January 16, 2012 subject to the plans for Building A being modified to ensure that 10 floors of residential can be accommodated and these modified plans being approved by the LDRP at which time the modified plans for Building A will be the approved conceptual plans for this building.
18. **Enlarged Elevations**, Drawing No. A-04.1 to A-04.2, prepared by Perkins Eastman, dated November 2011 and approved by the City on January 16, 2012.

REPORTS

1. **Lansdowne Park, Design Manual V.05 Integrated Site Plan Implementation** dated June 2011 and approved by the LDRP.
2. **Transit and Shuttle Service Plan, Lansdowne Revitalization**, prepared by McCormick Rankin Corporation (MRC) dated October 2011.
3. **Traffic and Parking Management Plan, Lansdowne Revitalization**, prepared by McCormick Rankin Corporation (MRC) dated October 2011.
4. **Transportation Demand Management Plan, Lansdowne Revitalization**, prepared by McCormick Rankin Corporation (MRC) dated October 2011.
5. **Functional Servicing Report for Lansdowne Live Ottawa Sports and Entertainment Group**, prepared by David Schaffer Engineering Ltd. and Stantec Consulting Ltd., dated January 2012, Revision Number 4 dated January 11, 2012 and dated as received by the City of Ottawa on January 11, 2012.
6. **Stormwater Management Design Report** prepared by Stantec Consulting Ltd, dated January 11, 2012, and dated as received by the City of Ottawa on January 11, 2012.
7. **Geotechnical Investigation, Proposed Stormwater Management System, Lansdowne Park, Ottawa, Ontario Report**, Report # PG2207-1, prepared by Paterson Group Inc., dated September 27, 2010.
8. **Preliminary Geotechnical Investigation, Proposed Lansdowne Park Redevelopment Bank Street at Holmwood Ave., Ottawa, Ontario**, Report PG1744-1, prepared by Paterson Group Inc., dated March 17, 2010.
9. **Hydrogeological Condition Review, Lansdowne Park Stormwater Management System – Ottawa**, November 16, 2011 Memorandum prepared by Paterson Group Consulting Engineers.

Originals of Schedule E may be viewed at the City of Ottawa,
Planning and Growth Management Department, 110 Laurier
Avenue West, 4th Floor, Ottawa, Ontario, K1P 1J1.

SCHEDULE “F”

Site Specific Conditions Responsibilities and Obligations			
Condition	Owner	City *	Both Parties
1. Agreement	X		
2. Permits		+AR	
3. Water Supply	X		
4. Reinstatement	X	+AR	
5. Construction Fencing	X		
6. Construct Sidewalk	X	+AR	
7. Completion of Works	X	+AR	
8. Waste Collection	X	+AR	
9. Grease Trap	X		
10. Water Servicing	X	AR	
11 Tree Protection	X		
12(a) Bank Street Rehabilitation			X
12(b)Bank Street ROW	X		
12(c) Bike Path Connection	X		
13. Traffic and Off-Site Works (a to f)	X		
14. Park Implementation Phasing		X	
15. Construction Traffic Management	X		
16. Construction Traffic Monitoring	X		
17(a) Record of Site Condition		X	
17(b) Soil Management			X
17(c) Groundwater Management			X
17(d)Decommissioning On-Site Wells			X
18. Erosion and Sediment Control	X		
19. Designated Substances Survey			X
20. Archeological and Monitoring			X
21. Retail Strategy	X		
22. General	X	+AR	
23. TDM Measures	X		
24. TDM Co-ordinator	X		
25. TDM Office	X		
26. TDM Measures	X		
27. Day to Day Activities	X	+AR	
28. TDM Stadium Park	X		
29. General Operational Plans			X
30. Transit and Shuttle Service	X	X (for urban park events only)	

31. Calendar of Events	X		
32. Costs of Service	X		
33. Enhanced Transit Service			X
34. Shuttle Service			X
35. Stadium Events	X		
36. Shuttle Bus Access	X		
37. Events In Urban Park		X	
38. Monitoring Transportation Plan			X
39. Transportation Management Agreement	X		
40. On-Site Parking Operations	X		
41. Parking Management Agreement	X		
42. On- Street Parking		X	
43. South Side Berm	X		
44. Final Architectural Plans	X		
45. Parties Obligated		+AR	X
46. Air Rights Developers		+AR	
47. Design Details		+AR	
48. New Conditions	X		
49. Heritage Trust			X
50. OMB Minutes			X
51. Engineering Approvals			X
52. Conceptual Architectural Plans	X	+AR	
53. General	X	+AR	
Urban Mixed Use	X		
Holmwood Res.		+AR	
Stadium	X		
Bank St. Esplanade			X
54. OHT Requirements	X		
55. Sustainability		+AR	X
56. Sustainability Elements	X		
57. Universal Accessibility		+AR	X
58. Event Management	X		
59. Public Realm			X
60. Signage	X		
61. Program			
(a)			X
(b)			X
62. Public Art	may implement some components	X	
63. Lighting			X
64. Noise Study		+AR	
65. Events of Default	X		
66. Guarantor	X		
67. Compliance Review Process –Final Design Plans	X		
68. Stadium Scoreboard	X		
69. Obligations of Owner	X		
70. Development	X	+AR	
71.			
72			

NOTE: +AR means a transfer by the City to Air Rights Developer

SCHEDULE “G”

COMPLIANCE REVIEW PROCESS

The following outline details the process for **Compliance Review** to ensure design directions and expectations will be realized. The process is structured on the following five elements that are further described below:

1. A full LDRP review and approval of all outstanding design issues identified through the February LDRP session
2. The production of an 11 x 17 **Compliance Document Set** that will include all the plans and drawings approved by the LDRP for the various components of the project (commercial architecture, public realm design, stadium design, urban park, etc) and associated design details/directions approved by the LDRP. This drawing set will be the departure point for all reviews to determine compliance.
3. A **Compliance Review Team** will be established with document control provided by GBA and internal city processes managed by the GM, PGM or his designate. The team will be augmented with City of Ottawa Building Services Staff, PFS and PE and other professional members as required. The process will require professional warranty certificates from the design teams indicating that the final plans (architecture, stadium, Horticulture and public realm) are consistent with the **Compliance Document Set**.
4. Provide for the GM, PGM or his designate to provide bi-weekly reports to the LDRP on outcomes of the compliancy review and to isolate and bring forward non-compliant matters to the LDRP for review/approval. The LDRP may wish to hold a session to see the drawings being compared to the **Compliance Document Set**
5. Provide for the GM, PGM or his designate to directly or upon the request of the LDRP chair to establish a formal review session to deal with issues of non compliance, this could include an integrated session with the **Ottawa DRP** on overbuild issues .

Outline of required tasks and procedures related to the review process

1. LDRP review of the follow-up items identified by the LDRP following the February LDRP session. These items, once finalized, are to be included in the **Compliance Document Set**.
 - a. Resolution of South Berm Path interface with Building K and integration with public realm objectives for NCC corridor lands
 - b. Further development of concept developed by Hobin for the landscape around Building K and the path connection from Bank Street to the QED and south berm path
 - c. Garage venting to ensure minimal impacts on public realm areas
 - d. Showcase sustainability elements – specific directions and budgets. Showcasing of SWM
 - e. Tree planting and street furnishings – commercial platform and along Holmwood
 - f. Bank Street streetscaping
 - g. Finalize the scoreboard park issues.
2. Development of a **Compliance Drawing Set** for all items reviewed by the LDRP. This would comprise the following:

- 11 x17 binder with consistent title block on all pages and consecutive page numbering with all text labels and numbers large enough to be fully legible with limited text.
- The **Compliance Drawing Set** will be used to match conformity between the agreed conceptual direction and the design contained in the applied for construction or tender documents. GBA will compile the **Compliance Drawing Set**. The design teams will provide the materials as they are approved by the LDRP to GBA.
- The compliance drawing set to be completed by March 30 and will include the following:
 - Approved Technical Site Plan reflecting all parts of the project
 - Approved Final Conceptual Landscape Plan
 - All details where the LDRP has noted a requirement for additional work and design development as set out under “follow-up to LDRP items”
 - Detailed public realm design - detailing public realm materials , fixtures and equipment , tree planting details , etc, for:
 - Urban park areas
 - Commercial Platform public realm spaces
 - Bank Street public realm (requires LDRP approval)
 - South berm path and Building K (requires LDRP approval)
 - Holmwood tree planting (requires LDRP approval)
 - Full conceptual stadium design set
 - Architecture – south stands and retail inserts
 - Concourse
 - Stadium lighting set
 - Architectural set for the commercial platform
 - Conceptual elevation plans approved by LDRP with the modifications required by OHT (Building H) and all air rights integration
 - Final elevation plans to be reflected on Building Permit applications
 - Architectural plans for air rights elements
 - Horticulture set
 - Environmental showcase set
 - Underground parking layout

3. Compliance Review will be organized by the following **Compliance Review Team**

1. GBA to provide document control
2. The GM, PGM or his designate to provide overall compliance coordination and review of detailed design plans on behalf of the LDRP.
3. The City Building Permit Department to provide input for all OBC, zoning and exterior design compliance for all buildings.
4. Enermodal Engineering on the issues of LEED ND status.
5. Betty Dion on issues of accessibility.
6. PFS on issues of public realm in the commercial platform and along Bank Street (see note 2 below)
7. PE on matters related to the final architectural plans (OSEG commercial) with the approved conceptual plans to ensure tenant requirements fit within the base architectural plans developed by PE and approved by LDRP (see note 1 below)
8. Julian Smith on Horticulture relocation and adaptive reuse.

Where applicable the above will provide a professional warranty on design compliance with the **Compliance Drawing Set**. The GM, PGM or his designate will provide bi-weekly reports to the LDRP as the final plans are evolved , note discrepancies and schedule meetings to discuss non compliant elements.

4. Modified and additional site plan conditions

To give effect to the compliancy review process detailed above, it is recommended that conditions in the stage 2 approval be modified to reference the compliance process.

A new condition will be added to require that the final plans and drawings for building permit issuance and for awarding of tenders will be developed through the compliance process outlined above. The compliance process will be added as a schedule to the SP agreement.

This will serve to clearly define to roles, responsibilities and requirements related to compliancy and provide assurances to the City and LDRP that the final designs for architecture and public realm design details will be consistent with all directions and approvals given by the LDRP and will obligate OSEG to meet design and compliancy expectations.

NOTES

1. Architectural Compliance Review Process

The site plan approval requires that the LDRP give its approval to all final architectural plans for OSEG buildings prior to permits being issued. The GM, PGM or his designate and Building Services will process this work based on PE undertaking a compliancy review of final architectural plans and in particular to ensure that tenant requirements fit within the base architectural plans developed by PE as contained in the Compliance Document Set and all existing and additional site plan conditions.

PE will provide warranty certificates that the final plans are consistent with approved conceptual plans and /or be available to discuss non compliant events at an LDRP session. This recognizes that the final 25% design development would relate primarily to the tenant design influences for the lower facades and that the primary design features and materials for the commercial buildings will not change.

This package will be subject to the regular reporting by the GM PGM or his designate to the LDRP.

2. Public Realm Design Compliance Review Process

The site plan approval requires the LDRP to give its approval to the final public realm design details prior to tenders being issued. The GM PGM or his designate will process the review of this work with PFS undertaking a compliancy review of final public realm design details within the commercial platform with the public realm/landscaping design directions approved by the LDRP as reflected on the final conceptual landscape plan and public realm design details included in the compliance drawing set.

This package will be subject to the regular reporting by the GM PGM or his designate to the LDRP.