

The 40% Agreement Amendment
between
Campeau Corporation and The City of Kanata

20th December, 1988
Kanata, Ontario

PREFACE TO THE WEB EDITION

This Document has become particularly topical since KNL Development Co. (who acquired the described lands from Genstar, who in turn acquired them from Campeau Corporation) submitted Applications for Subdivision Plan Approval in 2003. This includes proposals to amend the Official Plan of the City of Ottawa into which the City of Kanata was amalgamated in 2000.

Every effort was made to present this document as accurately as possible on the World Wide Web in the widely accessible PDF format for the convenience of the residents of Kanata Lakes. However, formatting discrepancies due to technical reasons may be evident. By reading this document, you agree to accept full responsibility for the use of the contents. For the original document, readers are directed to the Ottawa Public Library or the City of Ottawa Planning Department. No guarantee for the content accuracy of this document is given or implied.

*Mikelis Svilans,
VP Environment,
Kanata Lakes Community Association,
16th October 2003*

THIS AGREEMENT made in triplicate this 20th day of December, 1988

BETWEEN: CAMPEAU CORPORATION,

a body corporate and politic incorporated under the laws of the Province of Ontario (hereinafter called "Campeau")
OF THE FIRST PART

AND;

THE CORPORATION OF THE CITY OF KANATA, (hereinafter called "the City")
OF THE SECOND PART

WHEREAS pursuant to Campeau's request for an amendment to the Official Plan of The Regional Municipality of Ottawa-Carleton, Campeau and the City entered into an agreement dated the 26th day of May, 1981, governing the designation of certain lands within the "Marchwood Lakeside Community" as recreation and open space, which agreement was registered against title to the lands legally described in Schedule "A" therein (the "Original Lands") in the Registry Office for the Registry Division of Ottawa-Carleton (No. 5) on the 8th day of January, 1982 as Instrument No. CT140350 (now land Titles No. LT286218 in respect of portions of the lands) and in the Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) on the same day as Instrument No. 277799, (the "Forty Percent Agreement");

AND WHEREAS lands in excess of the lands intended by the parties to be governed by the Forty Percent Agreement were included in the Original Lands due to unavailability of precise legal descriptions;

AND WHEREAS the City and Campeau have determined. in respect of other portions of the Original Lands, that the

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obligations in the Forty Percent Agreement either no longer pertain or have been set out elsewhere in more specific subdivision agreements;

AND WHEREAS Campeau and the City have agreed that the Forty Percent Agreement should therefore now only apply to the lands described in Schedule "A" hereto (the "Current Lands");

AND WHEREAS the City, by Council Resolution has approved a concept plan submitted by Campeau describing generally the proposal for designation and development of the lands in accordance with the Forty Percent Agreement, (the "Concept Plan") a copy of which Concept Plan is retained in the offices of the Municipal Clerk of the City;

AND WHEREAS certain obligations pertaining to works to be constructed on the Current Lands in accordance with the principles of the Forty Percent Agreement have been set out in the subdivision agreement between the City and Campeau registered against the lots and blocks on Plans 4M-651, 4M-652 and 4M-653, in the Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Instrument No. 568244 (the "Subdivision Agreement");

AND WHEREAS the City wishes to ensure that the obligations under the Forty Percent Agreement and the Subdivision Agreement in respect of the Current Lands are binding on successors in title of Campeau;

NOW THEREFORE this Agreement witnesseth that for and in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants contained herein, the City and Campeau hereby agree as follows:

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1. Effective as of the date of execution hereof, the Forty Percent Agreement and this Agreement shall apply only to the Current Lands.

2. Except as may otherwise be agreed pursuant to the subdivision approval process for the Current Lands, the Current Lands shall be developed in accordance with the Concept Plan, (including without limitation the 18 hole golf course, stormwater management and parks) and the land dedication and designation requirements of the Forty Percent Agreement and this Agreement shall be fulfilled in respect of the Current Lands in accordance with the Concept Plan.

3. Of the Original Lands not included in the Current Lands, (the "Excess Lands") the parties agree that Campeau has dedicated or designated or, in a separate subdivision agreement with the City agreed to dedicate or designate, open space lands as set out in Schedule "B" to this Agreement, and the City hereby acknowledges and agrees that:

(i) the City is fully satisfied with the said open space dedications and designations;

(ii) the City shall require no further open space dedications or designations in respect of the Excess Lands and hereby releases the Excess Lands and Campeau therefrom; and

(iii) the City shall forthwith upon request execute registerable releases of the Forty Percent Agreement against the Excess Lands.

4. Of the Current Lands, the City agrees that the open space dedications and designations located approximately on the

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Concept Plan and as outlined by acreage on Schedule "C" annexed to this Agreement satisfy the remaining open space obligations contained in the Forty Percent Agreement.

5. In the event of any sale of the Current Lands but excluding any sale of lots or blocks on registered plans of subdivision, to be developed for purposes other than a golf course hole) the purchaser shall enter into an agreement with the City providing for the assumption of obligations under the Forty Percent Agreement and this Agreement.

6. Campeau agrees to complete the following works on the Current Lands:

(a) as part of Phase 1 as defined by the Official Plan for the Marchwood/Lakeside Community. Kanata Pond Storm Water Management Works as shown on Oliver, Mangione, McCalla & Associates Limited Drawing Nos: 84-4286-SPI, 84-4286-1 to 84-4286-11 inclusive, 84-4286-S1 and 84-4286-S2, 84-4286-D1 to 84-4286-D5 inclusive;

(b) dredging of the Kanata Pond from its easterly end to Line 4 approximately; provided that Campeau may at its discretion dredge the pond to the Goulbourn Forced Road as shown on Drawing No. 84-4286-D6;

(c) to provide any off-site electrical distribution facilities deemed by Kanata Hydro to be required in order to provide a secure service to the existing and proposed development; and

(d) to permit cross country skiing and any necessary grooming of cross country ski trails on the golf

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course during the winter months to the satisfaction of Kanata.

7. It is hereby agreed that the Forty Percent Agreement and this Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of Campeau and the City and shall run with and bind the Current Lands for the benefit of the Kanata Marchwood Lakeside Community.

IN WITNESS WHEREOF the City and Campeau have hereunto affixed their corporate seals, attested by the hands of their authorized signing officers in that behalf.

SIGNED, SEALED & DELIVERED)
in the presence of:)

THE CORPORATION OF THE CITY OF
KANATA

Per: [Signature]
Mayor DES ADAM

Per: [Signature]
Clerk
MAUREEN MEIKLE

CAMPEAU CORPORATION

Per: [Signature] Jean E. Martineau
Senior Vice-President

Per: [Signature]
DANIEL LATREILLE
VICE-PRESIDENT

SIGNED, SEALED & DELIVERED in the presence of:

THE CORPORATION OF THE CITY OF KANATA

Per: Mayor Des Adam

Per: Clerk Maureen Meikle

CAMPEAU CORPORATION

Per: Jean E. Martineau, Senior Vice President

Per: Daniel Latreille, Vice President

SCHEDULE 'A'

LEGAL DESCRIPTION

Road Allowance between Concessions 2 and 3 Adjacent to Lots 6 and 7,
Township of March

ALL AND SINGULAR that certain parcel or tract of land and premises
situate, lying and being in the City of Kanata, in the Regional
Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF that part of the Road Allowance between
Concessions 2 and 3 adjacent to Lots 6 and 7, Concession 2 and
adjacent to Lots 6 and 7. Concession 3, Township of March (now
within the limits of the City of Kanata) as closed and stopped up by
By-law 22-81 [registered in the Land Registry Office for the Land
Registry Division of Ottawa-Carleton (No. 5) as Instrument No.
NS113415] and designated as Part 1 on a reference plan of survey
deposited in the said Land Registry Office as Plan 5R-5055.

LEGAL DESCRIPTION

Parts of Lots 6, 7, 8 and 9, Concession Z

Township of March, now City of Kanata

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, (formerly in the Township of March), in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF that part of North West Half of Lot 6, those parts of Lots 7 and 8, and that part of the South East Half of Lot 9, in Concession 2, all in the Township of March (now within the limits of the City of Kanata), designated as Parts 1, 2, 3, 4 and 5 on a Reference Plan of Survey deposited in the Land Registry Office for the Land Registry Division of Ottawa-Carleton (No. 5) as Plan 5R-10774.

SUBJECT TO AN EASEMENT as more particularly set out in Instrument Number MH 3486, in favour of Bell Canada, over along and upon the said Part 4 on Plan 5R-10774.

LEGAL DESCRIPTION

Parcel 69-1. Section 4M-510

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of Block 69 as shown on a plan registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4M-510, being all of Parcel 69-1, Section 4M-510.

LEGAL DESCRIPTION

Parcel 126-1. Section 4M-651

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of Block 126 as shown on a plan registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4M-651, being all of Parcel 126-1, Section 4M-651.

LEGAL DESCRIPTION

Parcel 132-1. Section 4M-651

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of Block 132 as shown on a plan. registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (NO. 4) as Plan No. 4M-651, being all of Parcel 132-1. Section 4M-6F1.

LEGAL DESCRIPTION

Parcel 183-1. Section 4M-652

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of Block 183 as shown on a plan registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4M-652, being all of Parcel 183-1, Section 4M-652.

LEGAL DESCRIPTION

Parcel 185-1. Section 4M-652

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of Block 185 as shown on a plan registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4M-652, being all of Parcel 185-1. Section 4M-652.

LEGAL DESCRIPTION

Parcel 186-1, Section 4M-652

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of Block 186 as shown on a plan registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4M-652, being all of Parcel 186-1, Section 4M-652.

LEGAL DESCRIPTION

Part of Parcel 3-7, Section March-3

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF

FIRSTLY: Part of Lots 5, 6 and 7 in Concession 3 of the Township of March designated as Parts 1, 2 and 3 on a reference plan of survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan 4R-6557;

SECONDLY: Part of Lots 3, 4 and 5 in Concession 3 of the Township of March designated as Parts 2, 3, 4, 5, 6, 7 and 8 on a reference plan of survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan 4R-6558;

THE SAID PARCELS being Part of Parcel 3-7, Section March-3.

LEGAL DESCRIPTION

Part of Parcel 5-3, Section March-2

ALL AND SINGULAR that certain, parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF Part of the Road Allowance as widened between Lots 5 and 6 in Concession 3 as stopped up and closed by By-law 16-88 of The Corporation of the City of Kanata registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Instrument No. 55228 designated as Part 4 on a reference plan of survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan 4R-6557.

THE SAID PARCEL being Part of Parcel 5-3, Section March-2.

LEGAL DESCRIPTION

Parcel 6-1, Section March-2

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of those parts of Lots 6 and 7, Concession 2, of the Township of March (now within the limits of the City of Kanata) designated as Parts 1, 2 and 3 on a reference plan of survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4R-804, being all of Parcel 6-1, Section March-2.

LEGAL DESCRIPTION

Parcel 5-1. Section March-2

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of those parts of Lot 5, Concession 2, of the Township of March (now within the limits of the City of Kanata) designated as Parts 1, 2, 3, 4 and 5 on a reference plan of survey deposited in the Land Registry office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4R-1135, being all of Parcel 5-1. Section March-2.

LEGAL DESCRIPTION

Part of Parcel 2-1, Section March-2

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the city of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of those parts of Lots 3 and 4, Concession 2 and that part of the Road Allowance between Concessions 2 and 3 of the Township of March (as stopped up and closed by By-Law 32-76 of the Corporation of the Township of March, registered as L.T. Instrument No. 278660) designated as Parts 1, 9, 10 and 11 on a Reference Plan of Survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4R-6558.

THE SAID PARCEL being Part of Parcel 2-1, Section March-2.

LEGAL DESCRIPTION

Part of Parcel 7-1, Section March-3

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF:

FIRSTLY: all of those parts of Lots 7 and 8 in Concession 3, of the Geographic Township of March, designated as Parts 1 and 2 on a Reference Plan of Survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan 4R-6556;

SECONDLY: Part of Lots 8 and 9 in Concession 3, of the Geographic Township of March, designated as Parts 1, 6, 13, 14, 20 and 21 on a Reference Plan of Survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan 4R-3699;

THE SAID PARCEL being Part of Parcel 7-1, Section March 3.

SCHEDULE "B"

EXCESS LANDS DEDICATIONS

Parkland	5.120 acres
Natural Environment Area	9.610 acres
Open Space Buffers	28.870 acres
<u>Walkway Links</u>	<u>1.114 acres</u>
Total	44.714 acres

SCHEDULE "C"

CURRENT LANDS DEDICATION/DESIGNATION REQUIREMENTS

Parkland	53.139 acres
Golf Course	175.775 acres
Natural Environment Area	287.745 acres
Open Space Buffers	19.435 acres
<u>Walkway Links</u>	<u>7.198 acres</u>
Total	543.292 acres