

MUNICIPAL CAPITAL FACILITY AGREEMENT

THIS AGREEMENT dated the __ day of _____, 2013.

BETWEEN:

CITY OF OTTAWA
(hereinafter referred to as the "City")

AND:

HEARTWOOD HOUSE: AU COUER DE LA VIE
(hereinafter referred to as "Heartwood House")

WHEREAS:

- A. Heartwood House is part owner of the lands known municipally as 400 -412 McArthur Avenue in the City of Ottawa, which lands are more particularly described in Annex "A" hereto (the "Lands");
- B. By a service agreement dated May 1, 2009 between the City and Heartwood House, Heartwood House administers and operates the OC Transpo Lost and Found service on the Lands;
- C. Heartwood House wishes, pursuant to Section 110 of the Municipal Act, 2001, to enter into an Agreement with the City for use of the relevant portion of the Lands as a municipal capital facility;
- D. The City wishes, pursuant to Section 110 of the Municipal Act, 2001, to exempt the Lands from taxation for municipal and school purposes;
- E. The Lands will be used for public services related to the provision of transit and transportation services, thus qualifying the Lands as a class of municipal capital facility described in Ontario Regulation 603/06;

THEREFORE, in consideration of the making of this Agreement and the mutual covenants contained herein, the parties undertake, covenant and agree as follows:

DESIGNATION

1. The City has by by-law (substantially in the form attached as Annex "B") designated the Lands as a municipal capital facility.

TERM

2. The term of this Agreement and the designation of the Lands as a municipal capital facility shall be from _____, 2013 to the earliest of:

- (a) December 31, 2043;
- (b) the day Heartwood House ceases to administer the OC Transpo Lost and Found service on the Lands; and
- (c) the day Heartwood House ceases to use the Lands as a municipal capital facility as that term is described in Ontario Regulation 603/06 or amendments thereto.

TAX EXEMPTION

3. The City shall, pursuant to subsection 110(6) of the Municipal Act, 2001, exempt the Lands from property taxation for municipal and school purposes.

ZONING

4. For the purposes of clarity, the City acknowledges and agrees that neither this Agreement nor the by-law shall in any way affect the zoning of the Lands or the permitted uses of the Lands under applicable laws.

REGISTRATION

5. The by-law referred to in section 1 of this Agreement shall be registered by the City on title of the Lands.

OBLIGATIONS AS COVENANTS

6. Each obligation expressed in this Agreement, even though not expressed as a covenant, is considered to be a covenant for all purposes.

ENTIRE AGREEMENT

7. This Agreement contains all the covenants, Agreements and understandings between the parties concerning its subject matter.

ENUREMENT

8. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

PARTIAL INVALIDITY

9. If any provision of this Agreement or the application of it to any person or circumstances is held to any extent invalid or unenforceable, the remainder of this Agreement or the application of the provisions to persons or circumstances other than those as to which it is held invalid or unenforceable is not affected.

FURTHER ASSURANCES

10. The parties shall do and execute all such further acts, deeds, instruments or things as may be necessary or desirable for the purpose of carrying out the intent of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

CITY OF OTTAWA

Per: _____

Name: Rick O'Connor

Title: City Clerk and Solicitor

HEARTWOOD HOUSE

Per: _____

Name:

Title:

I have authority to bind the Corporation.

ANNEX "A"

Part of PIN 042460063: being Part of Plan 772, Blk A and Block C, McArthur S