

## TRIPARTITE AGREEMENT

This Tripartite Agreement made as of the     day of July, 2020

B E T W E E N:

**MATTAMY (MONARCH) LIMITED**  
(hereinafter referred to as "**Mattamy**")

OF THE FIRST PART

- and -

**STONEBRIDGE COMMUNITY ASSOCIATION INC.**  
(hereinafter referred to as the "**SCA**")

OF THE SECOND PART

- and -

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

OF THE THIRD PART

**WHEREAS** Mattamy is the owner of certain lands and premises depicted in Schedule "B" attached hereto on which Mattamy currently operates a golf course;

**AND WHEREAS** Mattamy has applied for approval of a zoning by-law amendment and draft plan of subdivision, being application D02-02-19-0134 and D07-16-19-0031, for the purpose of creating a residential subdivision on the lands shown cross hatched in Schedule "B" attached hereto (hereinafter called the "Application");

**AND WHEREAS** the SCA has agreed not to oppose the Application and, not to file any appeals of any decision(s) approving the Application, upon the terms and conditions hereinafter set out;

**AND WHEREAS** Mattamy wishes to sell and the City wishes to purchase the Property, as described herein, upon the terms and conditions hereinafter set forth;

**AND WHEREAS** the parties hereto have entered into this Agreement in order to govern their rights and obligations with each other, both with respect to the future operation of the Stonebridge Golf Course, as that term is defined herein, and the purchase and sale of the Property;

**AND WHEREAS** it is understood by the Parties that the City and the SCA will enter into an agreement with respect to the future operation and management of the Property post-closing and the City may transfer the Property, by conveyance or lease, to the SCA or an alternative legal entity incorporated by the SCA to enable the SCA to manage the Property;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the sum of ONE DOLLAR (\$1.00) now paid by each of the parties hereto to each of the other parties hereto, and of other good and valuable consideration (the receipt and sufficiency whereof by each of the parties hereto is hereby acknowledged), and in consideration of the premises and of the covenants and agreements contained herein, the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to and with each other as follows:

## **ARTICLE 1- DEFINITIONS**

### **1.1 Definitions**

The following terms in this Agreement have the following meaning;

- (a) "Application" means Mattamy's application for approval of a zoning by-law amendment and draft plan of subdivision, being application D02-02-19-0134 and D07-16-19-0031, for the purpose of creating a residential subdivision on the Subdivision Lands;
- (b) "Business Day" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (a) "Clubhouse" means the lands legally described in PINS 04732-1013, 04732-2067 and 04732-2074 and depicted on the diagram in Schedule "B" hereto but do not include the 20 m wide corridor to the north of the Clubhouse lands;
- (b) "Golf Course" means an area on which golf is played and includes roughs and natural areas currently bordering the playing area, clubhouse, and associated services. The Golf Course may be operated by the registered owner of the lands, the SCA, a nominee, not-for-profit corporation incorporated by the SCA or by a third-party service provider;
- (c) "Open Space/Green Space" means an area of land, either landscaped or essentially undeveloped, that is set apart for recreational or aesthetic purposes and is accessible to the public including without limitation grasses, trees, other vegetation, wetlands, arboretum, botanical garden, and further including, a greenhouse, stormwater management ponds and facilities, utility corridors, paths, trails, benches, comfort stations, and space for an information kiosk and limited parking;
- (d) "Stonebridge Golf Course" means that legally described in PINS 04732-1000, 04732-1351, 04732-5015, 04732-1012, 04591-0285, 04591-1410, 04591-0477 and 04591-2115, 04732-1301, 04732-1863, 04732-1864, 04732-1008, 04732-1637, 04732-2078 (save and except the Subdivision Lands) on which Mattamy operates a Golf Course and depicted on the diagram in Schedule "B" hereto,

- (e) “Maintenance Area” means an adequately sized area to be severed from lands legally described in PIN 04591-1087 and more particularly shown on the diagram in Schedule “B” hereto;
- (f) “Property” or “Land” means certain property legally described in Schedule "A" hereto, being the Stonebridge Golf Course, the Clubhouse and the Maintenance area depicted on the diagram in Schedule "B" hereto;
- (g) “Subdivision Lands” means the lands to the east of the Property which are subject to the Application for 184 dwelling units, as may change from time to time pursuant to the requirements of the City and/or any other governmental or statutory authority, being part of PIN 045919-2115 (LT) and as more particularly shown on the draft plan of subdivision attached hereto as Schedule “C”;

## **ARTICLE 2 – FUTURE OF STONEBRIDGE GOLF COURSE**

### **2.1 Mattamy’s Phase 16 Development Application**

- (a) Mattamy will, to the extent it has not already done so, proceed with its Application for the purpose creating a residential subdivision on the Subdivision Lands.
- (b) Mattamy covenants and agrees that the Application will substantially follow the draft routing plan attached hereto as Schedule “D” (the “Routing Plan”) and the existing Stonebridge design and architectural elements, including the features set out in Schedule “E” attached hereto (the “Stonebridge Features”).
- (c) The SCA covenants and agrees not to oppose the Application and not to file any appeals of decision(s) approving the Application.

### **2.2 Future Operation of the Stonebridge Golf Course**

- (a) Mattamy covenants and agrees to continue operating the Stonebridge Golf Course as an 18-hole golf course until October 30, 2029. Mattamy covenants and agrees that during this period of time, the Stonebridge Golf Course shall comprise at a minimum a par 70 course with a minimum yardage of 6,000 yards and further covenants and agrees to maintain it to its high historical standards including with Audubon International Certification.
- (b) The parties acknowledge and agree that in the event that part of the Stonebridge Golf Course needs to be closed temporarily for redesign, maintenance or renovations, Mattamy shall make commercially reasonable efforts to keep at least 9 holes open.

- (c) After October 30, 2029, Mattamy shall be released of its obligation to operate the Stonebridge Golf Course as described in Section 2.2(a), and on this date cease all operation of the Stonebridge Golf Course.
- (d) If the purchase and sale transaction described in Article 3 hereunder is terminated or if the transaction fails to be completed through no fault of Mattamy, Mattamy shall immediately be released of its obligation to operate the Stonebridge Golf Course as described in Section 2.2(a), and Mattamy shall be free to submit any development application with respect to the Property.

### **ARTICLE 3 – PURCHASE AND SALE OF THE PROPERTY**

#### **3.1 Purchase and Consideration**

- (a) The City hereby offers to purchase from Mattamy the Property and Mattamy hereby accepts the offer, upon the terms and conditions set out in this Agreement.
- (b) The Purchase Price for the Property shall be the sum of Six Million Dollars (\$6,000,000.00) in Canadian currency, upon and subject to the terms and conditions of this Agreement. The Purchase Price shall be payable on the Closing Date, subject to the usual adjustments.
- (c) All money to be paid or tendered by the City to Mattamy must be paid or tendered by a bank draft drawn from funds from the City's account unless otherwise specified in this Agreement, and payable to Mattamy or as Mattamy may otherwise direct in lawful money of Canada.
- (d) Provided that the party which takes title to the Property on closing is a registrant under the Excise Tax Act for the purposes of Harmonized Sales Tax ("HST") Mattamy shall not collect HST on the Closing Date and such party shall be liable to self-assess and remit to the appropriate governmental authority all HST which may be payable in connection with the purchase of the Property. The City shall provide a Certificate confirming such registration and an indemnity to Mattamy with respect to assessment of HST in connection with the sale of the Property.

#### **3.2 Title**

- (a) Title to the Property shall be free and clear of all encumbrances, except as herein provided. The City may examine the title to the Property at the City's own expense and the City may not call for production of any title deed or abstract of title or to have furnished other copies thereof other than those in Mattamy's possession or under his control. The City is allowed until twenty (20) days prior to the Closing Date, to examine the title, and if within that time, the City furnishes Mattamy in writing with any

valid objections to the title, which Mattamy is unable to remove, and which the City will not waive, this Agreement will be null and void, and the Deposits paid and interest accrued therein will be returned to the City, without deduction, and neither Mattamy nor the City will be liable for any costs or damages, but if no valid objection to the title is made within the said time, the City shall be conclusively deemed to have accepted the title of Mattamy to the Property; provided however that the City is not bound to accept possessory title to any part of the Property nor to any part of the Property having any encumbrance whatsoever, including without limitation, easements, rights of way, restrictions, leases, reservation of mining rights or minerals, and covenants of any nature.

- (b) The City agrees to accept title subject to the Permitted Encumbrances set out in Schedule "F". The City agrees that if required by any such Permitted Encumbrances, it will on or before the Closing Date or at such other time as advised by Mattamy, enter into an assumption agreement in the form required by such Permitted Encumbrances and that furthermore the City will observe and perform all covenants and requirements or give such notices or warnings to Citys that may be required by any of the Permitted Encumbrances and post any security required thereby. The City covenants and agrees to satisfy itself as to the compliance with the Permitted Encumbrances and Mattamy shall not be required to provide letters or certificates of compliance or any other form of assurance whatsoever or any releases or partial releases of same.

The City further acknowledges and agrees that in the course of developing the residential subdivision, a storm water management pond and related drainage infrastructure will be constructed by Mattamy at its expense on PIN 04591-2115 to accommodate nearby residential project. The construction, operation, maintenance and access to the storm water management pond and related drainage infrastructure shall be governed by the subdivision agreement for the Subdivision Lands.

- (c) If a discharge of an encumbrance is not available on the Closing Date, the City agrees to accept Mattamy's solicitors undertaking to obtain and register a discharge of such encumbrance within a reasonable time after Closing, provided that such undertaking is accompanied by a statement from the holder of such encumbrance setting out the balance required to obtain a discharge and a direction by Mattamy directing payment to the holder of such encumbrance of the amount required to obtain the discharge out of the balance due on Closing.

### **3.3 Inspection of the Property**

- (a) Prior to the Closing Date, and upon reasonable notice (which need not exceed forty-eight hours), the City and/or the SCA shall be entitled to enter on the Property, personally or by its agents, consultants, advisors

and employees, for the purpose of inspecting the Property or conducting such tests, surveys, investigations and reports as the City and/or the SCA, in its sole discretion, considers necessary including, without limitation, soils and environmental tests. The City and/or the SCA shall not disturb the operation of the golf course and shall repair any damage caused by any such inspections or tests and shall not interfere with any operation of the Property by Mattamy.

- (b) Mattamy agrees to deliver to the City and the the following, to the extent they are in Mattamy's possession or control:

The Parties acknowledge that the City and/or the SCA shall be responsible for performing their own due diligence.

### **3.4 Closing**

- (a) This transaction shall be completed on October 30, 2029, or such other date as may be agreed upon in writing by the parties (the "Closing Date").
- (b) On the Closing Date, Mattamy shall deliver to the City:
- (i) vacant possession of the Property;
  - (ii) a transfer in registrable form, including completed Planning Act statements by Mattamy and Mattamy's solicitor, in favour of the City or such party as the City may direct, of the Property free and clear of encumbrances except as stated herein;
  - (iii) a statutory declaration from Mattamy confirming that Mattamy is not a non-resident of Canada within the meaning of the Income Tax Act or the Certificate mentioned in Section 3.10(a)(i) of this Agreement;
  - (iv) the statement of adjustments which shall also have been delivered to the City at least 5 days prior to the Closing Date;
  - (v) an undertaking to readjust taxes and local improvement rates and the statement of adjustments;
  - (vi) such further documents and assurances as the City or its solicitors shall reasonably require, as may be customary for the completion of a transaction of this nature.
- (c) On the Closing Date, the City shall deliver to Mattamy:
- (i) the balance of the Purchase Price;

- (ii) an undertaking to readjust taxes and local improvement rates and the statement of adjustments;
  - (iii) the HST Certificate contemplated below;
  - (iv) such further documents and assurances as Mattamy or its solicitors shall reasonably require, as may be customary for the completion of a transaction of this nature
- (d) All documents referred to in Section 3.4 of this Agreement except item 3.4(a)(iv) will be prepared by the City's solicitor at the City's sole expense. Each party is responsible for its own legal and registration costs.
- (e) On the Closing Date, Mattamy shall provide a description for the Property acceptable to the Land Registrar for registration provided that the City shall, at its sole expense arrange for the deposit of any reference plan necessary to provide the registrable description.

### **3.5 Electronic Registration/Tender**

- (a) If electronic registration of documentation is permitted on the Closing Date, the following terms and conditions shall form part of this Agreement:
- (b) Prior to Closing, Mattamy and City shall each retain a solicitor in good standing with the Law Society of Upper Canada to represent Mattamy and the City with respect to this Agreement and notify the other party of the solicitor's contact information;
- (c) Mattamy and City agree that this transaction will be closed in accordance with the terms of the Document Registration Agreement ("DRA") approved by the Law Society of Upper Canada as at the Date of Closing and that the solicitors for each of Mattamy and the City by agreeing to represent their client in this transaction, shall be deemed to have entered into such DRA, which shall be effective without requirement of formal execution thereof and shall provide for the City's solicitor to be responsible for the registration of the electronic documents. In addition to the foregoing, the DRA shall be deemed to be amended to include the following:
- (i) the "Release Deadline" shall be 5:00 p.m. on the Closing Date; and
  - (ii) the City's solicitor shall deliver a copy of the registered Transfer immediately following registration which shall constitute notification entitling Mattamy's solicitor to release the Requisite Deliveries;
- (d) Any tender of documents or money pursuant to this Agreement may be made upon or paid to Mattamy or the City or their respective solicitors and it shall be sufficient that a negotiable certified cheque or bank draft drawn

on a Canadian chartered bank, or a Trust Company licensed to practice in the Province of Ontario, is tendered instead of cash.

- (e) The parties agree that an effective tender shall be deemed to have been validly made by a party upon the other party when the tendering party's solicitor has:
- (i) delivered all required closing documents, money and keys contemplated by this Agreement to the other party's solicitor;
  - (ii) advised the other party's solicitor, in writing, that the tendering party is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
  - (iii) has completed all steps required by the Teraview Electronic Registration System, in order to complete the transaction, that can be performed or undertaken by the tendering party's solicitor without the cooperation or participation of the other party's solicitor and, specifically, when the "completeness signatory" for the Transfer has been electronically signed by the tendering party's solicitor (unless the failure of the other party's solicitor to insert sufficient information prevents the Transfer from being signed for completeness), without the necessity of personally attending upon the other party or the other party's solicitor with the closing documents, money and keys, and without any requirement to have an independent witness evidence the foregoing.
  - (iv) If closing cannot take place using the Teraview Electronic Registration System, the Seller and Buyer and/or their respective solicitors, shall meet at the offices of the Buyer's solicitors on the Closing Date at which time all documents, funds, deliveries and other items to be exchanged on closing shall be reviewed and exchanged, whereupon the solicitors shall attend to the registration of all documents requiring registration and thereafter all of the foregoing shall be released from escrow in accordance with the DRA.

### **3.6 Restrictions**

- (a) The City and the SCA covenant and agree, which covenants are relied upon by Mattamy, and shall survive the Closing Date, that the Property shall be subject to the burden of the following restrictive covenant which shall be registered by Mattamy, on or before the Closing Date, against title to the Property and which shall run with title to the Property during the City's ownership of the Property, and all successors in interest thereto.



The Property shall not be used for any purpose, in whole or in part, other than a Golf Course and/or Open Space/Green Space.

The City agrees that it will take all necessary action to enforce such covenant against all other persons and to prevent its breach and in default Mattamy may take such action in the name of the City. Mattamy may waive any breach of any term or covenant contained herein or any default in the observance or performance of any covenant or agreement to be observed or performed by the City, or any assignee or successors in title of the City under the terms of this deed; provided always that no waiver by Mattamy of such breach, default, observance or performance and no failure or omission by Mattamy to waive any such breach, default, observance or performance shall extend to or be taken in any manner whatsoever to affect a subsequent breach or default or any of the rights of Mattamy arising therefrom and the right of Mattamy to insist upon such observance or performance.

### **3.7 Option to Re-Purchase**

- (a) The City and the SCA acknowledge and agree that in the event that more than 9 holes of the golf course are converted to Open Space/Green Space following the Closing Date, Mattamy shall have the option to reacquire the Clubhouse and Maintenance Area at a price of one (\$1) Dollar. In such event, the City shall be entitled to retain a portion of the Clubhouse land, measuring 20 metres in depth, and commencing at the most northwesterly boundary of the Clubhouse land and extending all the way to northeasterly boundary of Clubhouse land, for the purpose of linkage between PIN 04732-5015 and PIN 04732-1637.

Mattamy shall be entitled to notify the City and the SCA of the exercise of this option any time following the Closing Date and the City shall execute and deliver to Mattamy all such transfers/deeds of land and assurances as may be required in order to convey good title to the property described in this subclause from the City to Mattamy within fourteen days of delivery of such notice. The City agrees that title to the property at the time of such reconveyance shall be free and clear of all encumbrances, save for those in existence immediately prior to the original transfer of the Clubhouse and Maintenance Area from Mattamy to the City.

- (b) The City acknowledges and agrees that the Property will be used as a Golf Course and / or Open Space and that it will not sell, transfer, convey or otherwise dispose of the Property to any Party other than the SCA or a nominee, non-profit corporation incorporated by the SCA. In the event that any part of the Property ceases to be used as a Golf Course and/or Open Space/Green Space, or if the City/ SCA sells, conveys, transfers or otherwise disposes of the Property, to any person or corporation other than the SCA or a nominee, non-profit corporation incorporated by the

SCA, Mattamy shall have the option to reacquire the Property for a purchase price equal to 100% of the Purchase Price payable hereunder (the "Re-Purchase Price"). The City agrees that title to the Property at the time of such reconveyance shall be free and clear of all encumbrances, save for those in existence immediately prior to the original Transfer of the Property from Mattamy to the City.

- (c) Should the City be no longer willing to maintain/operate the Open Space/Green Space, the City will provide two years notice to Mattamy and the SCA and the SCA will have the opportunity to take over the ownership of the Open Space/Green Space.
- (d) Mattamy agrees that, in the event that the Golf Course is Re-purchased by Mattamy as per clauses 3.7 b) of this Agreement and if an agreement is reached between the City and the SCA to allocate the Re-Purchase Price between cash and the acquisition of additional Open Space / Green Space in excess of any parkland dedication requirements under the *Planning Act*, Mattamy shall make commercial reasonable efforts to provide such additional Open Space / Green Space on the understanding that any such land shall be credited towards the Re-Purchase Price based on the then prevailing market value of parkland acreage.
- (e) The re-purchase of the Maintenance Area and Clubhouse and/or Property shall be effective to create an interest in such property only if the subdivision control provisions of the *Planning Act* have been complied with at the expense of Mattamy. Mattamy covenants that it will, at its own expense, diligently take all steps, make all payments and applications, perform all conditions and requirements and execute all documents necessary or desirable in order to permit the completion of the re-purchase transaction and achieve timely compliance with the provisions of the *Planning Act*.
- (f) The City agrees that, on the Closing Date, Mattamy shall be entitled to register notice of this option to reacquire the Property, as per clauses 3.7 a) and 3.7 b) of this Agreement.

### **3.8 Assignment**

- (a) The City may not assign this Agreement prior to Closing Date without consent of Mattamy and the SCA, which may be withheld at their sole discretion.

### **3.9 Planning Act**

- (a) This Agreement shall be effective to create an interest in the Property only if the subdivision control provisions of the *Planning Act* are complied with by Mattamy. Mattamy shall execute the transferor's statement and

Mattamy shall direct its solicitor, to execute the statement of the solicitor for the transferor pursuant to Section 50 (22) of the *Planning Act*.

### 3.10 Covenants, Warranties and Representation

- (a) Mattamy covenants, warrants and represents to the City that:
- (i) Mattamy is not a non-resident of Canada within the meaning and intended purpose of Section 116 of the *Income Tax Act (Canada)* and that if this warranty and representation cannot be rendered current to the Closing Date, Mattamy shall then deliver a Certificate of Compliance to the City in the amount of the Purchase Price referred to in Article Two hereof issued, pursuant to Section 116 of the *Income Tax Act, (Canada)*.
  - (ii) Mattamy is a corporation duly existing under the laws of its incorporation and has the necessary corporate authority, power and capacity to own the Property and to enter into this Agreement and the documents and transactions contemplated herein and to carry out the agreement of purchase and sale constituted on the execution and delivery of this Agreement and the documents and transactions contemplated herein on the terms and conditions herein contained.
  - (iii) The agreement of purchase and sale constituted on the execution and delivery of this Agreement and the obligations of Mattamy hereunder and the documents and transactions contemplated herein have been authorized by all requisite corporate proceedings and constitute legal, valid and binding obligations of Mattamy enforceable against Mattamy in accordance with their terms.
  - (iv) The completion of the transaction contemplated by this Agreement will not result in the violation of any of the terms and provisions of the constating documents or by-laws of Mattamy.
  - (v) Mattamy will terminate the employment of all employees employed by it working at the Property before the Closing Date and pay them all severance, vacation pay and all other monetary and non-monetary benefits accrued to Closing Date.
  - (vi) Mattamy is the beneficial owner of the Property and is entitled to transfer the Property to the City.

### 3.11 Adjustments

- (a) Adjustments shall be made as of 11:59 p.m. on the day prior to the Closing Date. Mattamy shall be responsible for all expenses and entitled

to all revenues accrued from the Property for the period to and including such adjustment date. From such adjustment date, the City shall be responsible for (except as otherwise provided in this Agreement) all expenses and shall be entitled to all revenues accrued from the Property.

- (b) The Adjustments shall include all municipal tax accounts, local improvement assessments, rates and charges, water and assessment rates.
- (c) In the event that there are any realty tax appeals for the period prior to the Closing Date, Mattamy shall be entitled to continue such appeals and shall be entitled to receive all payments resulting therefrom to the extent they are not payable to tenants. The City agrees to cooperate with Mattamy with respect to all such appeals. To the extent the City receives any of the aforementioned payments on or after the Closing Date it shall hold such payments in trust for Mattamy and forthwith remit them to Mattamy. Mattamy agrees to cooperate with the City to the extent reasonably required by the City with respect to any realty tax appeal and in particular, Mattamy agrees to without limitation, provide any materials that Mattamy receives respecting a realty tax appeal to the City, forthwith following such receipt. To the extent Mattamy receives any realty tax refunds respecting the period after the Closing Date, it shall hold such payments in trust for the City and forthwith remit them to the City.

### **3.12 Registration of Agreement**

This Agreement and/or notice thereof may be registered on the title to the Property at any time prior to registration of the plan of subdivision by way of deposit, notice of agreement or other means. Mattamy hereby consents to and authorizes any such registration in respect of same. The parties hereto acknowledge and agree that this Agreement shall, effective on the date of execution hereof, vest in the SCA and in the City a proprietary interest in the Property which runs with the title to same. Upon registration of a plan of subdivision for any portion of land owned by Mattamy, which does not include the Property, the SCA and/or City shall register a partial deletion of any such registration to the extent that such registration affects that portion of Mattamy's land included in the said plan of subdivision. The SCA and the City shall execute, within a reasonable period of time following a request in writing made by or its solicitors, and in any event within seven (7) days of receiving such request, postponements of this agreement to any subdivision agreement, development agreement or easement, to be entered into among Mattamy and a governmental, utility provider or other authority in connection with the development of Mattamy's land which does not include the Property.

## ARTICLE 4- GENERAL

### 4.1 Dispute Resolution

The following procedure is to apply in the event of any dispute (the "Disputed Matter") between the parties which they cannot resolve:

- (a) any party may give a notice (the "Dispute Notice") in writing to the other parties that a Disputed Matter cannot be resolved and such party is referring the Disputed Matter for resolution pursuant to this paragraph;
- (b) the Disputed Matter shall be referred to a person or panel chosen in accordance with the procedure in this clause (the "Arbitrator"), and an arbitration of the Disputed Matter will proceed in accordance with the rules and procedures set out in this clause;
- (c) arbitration is to be conducted by a single arbitrator, if the parties can agree upon such single arbitrator within ten (10) Business Days after the Dispute Notice is given. If an agreement on a single arbitrator cannot be reached within such ten (10) Business Day time limit, then, the Arbitrator shall be appointed in accordance with the *Arbitration Act*, 1991;
- (d) the Arbitrator will apply the rules and procedures of the *Arbitration Act*, 1991 to any arbitration conducted under this Agreement, except to the extent such rules and procedures are modified by the express provisions of this clause;
- (e) none of the parties will apply to the courts of Ontario or any other jurisdiction to attempt to enjoin, delay, impede or otherwise interfere with or limit the scope of the arbitration or the powers of the Arbitrator; provided, however, that the foregoing will not prevent either party from applying to the courts of Ontario for a determination with respect to any matter or challenge provided for in the *Arbitration Act*, 1991. Except as stipulated in the preceding sentence, the award of the Arbitrator will be final and conclusive and there will be no appeal therefrom whatsoever to any court, tribunal or other authority. The decision of the arbitrator shall be accepted by all the parties to such dispute, difference or question and their respective nominees.
- (f) all decisions of the Arbitrator, except procedural decisions, will be rendered in writing and contain a recital of the facts upon which the decision is made and the reasons therefore;
- (g) the first arbitration meeting must be held within fifteen (15) days after the Arbitrator has been determined in accordance with this Schedule. The award of the Arbitrator must be made within forty-five (45) days of the first arbitration meeting. The parties will act promptly and in good faith and will

use reasonable commercial efforts to obtain the award of the Arbitrator as soon as reasonably possible;

- (h) the Arbitrator has the jurisdiction to deal with all matters relating to an arbitration of a Disputed Matter, including, without limitation, the jurisdiction: to determine any question of law, including equity; to determine any question of fact, including questions of good faith, dishonesty or fraud; to determine any question as to the Arbitrator's jurisdiction; to order any party to furnish further details, whether factual or legal, of that party's case; to proceed with the arbitration notwithstanding the failure or refusal of any party to comply with the rules and procedures for the arbitration in accordance with the *Arbitration Act*, 1991, or with the Arbitrator's orders or directions or to attend any meeting or hearing, but only after giving that party written notice that the Arbitrator intends to do so; to receive and take into account such written or oral evidence tendered by the parties as the Arbitrator determines is relevant, whether or not admissible in law; and to order the parties to produce to the Arbitrator and to each other for inspection and to supply copies of any documents or classes of documents in their possession, power or control that the Arbitrator determines to be relevant;
- (i) the arbitration is to be conducted in any location in the City of Ottawa at a location determined from time to time by the Arbitrator pursuant to this Agreement;
- (j) the Arbitrator will determine the time, date and location of meetings for the arbitration and will give all the parties five (5) business days' prior written notice of such meetings;
- (k) all proceedings and the making of the award will be in private and the parties will ensure that the conduct of the arbitration and the terms of the award will be kept confidential unless the parties otherwise agree; provided, however, that such obligation to maintain confidentiality will not prohibit either party from complying with Applicable Laws;
- (l) all information disclosed, including all statements made and documents produced, in the course of the arbitration will be held in confidence and no party will rely on, or introduce as evidence in any subsequent proceeding, any admission, view, suggestion, notice, response, discussion or position of any of the parties or any acceptance of a settlement proposal or recommendation for settlement made during the course of the arbitration, except (i) as required by applicable laws or (ii) to the extent that disclosure is reasonably necessary for the establishment or protection of a party's legal rights against a third party or to enforce the award of the Arbitrator or to otherwise protect a party's rights under this agreement. Notwithstanding the foregoing, the outcome of the arbitration can be shared by the SCA with the Stonebridge Community to ensure transparency of the process;



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\*  
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Attention:  
Fax:

To the City:                      City of Ottawa  
    110 Laurier Avenue West, 5th Floor  
    Ottawa, Ontario K1P 1J1  
    Attention:  
    Fax:

or to such other address for such party or parties as any of them may from time to time notify the other parties in the manner hereinbefore in this Section 4.2 provided, and any such notice, statement, document or other communication shall be deemed to have been received by any such party when delivered to it or him, or, if mailed as aforesaid, on the second (2nd) Business Day following the day on which it was so mailed.

#### **4.3 Time of the Essence**

Time shall be of the essence of this Agreement and of every part hereof. Provided that if the expiry of any time period herein set forth is a day which is not a business day, the time period shall be deemed to expire on the next following business day.

#### **4.4 Nature of Agreement**

This Agreement and all of the terms, covenants, conditions and other provisions of or contained herein and all of the obligations under or pursuant to this Agreement shall be binding on and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, and shall be binding on any trustee or receiver in bankruptcy of any party or its or their respective heirs, executors, administrators, successors and permitted assigns and on any trustee or any appointee of any court or other tribunal and on any person, including a corporation, who shall receive the property of any party, or his or its respective heirs, executors, administrators, successors or permitted assigns upon any liquidation of such party (or its respective successors and assigns) or any disposition by any of the parties or their respective heirs, executors, administrators, successors and assigns, and upon any official, person or corporation upon whom or which shall devolve by operation of law or otherwise, any interest in or claim to the property of or interest in of any party hereto or his or its respective heirs, executors, administrators, successors and assigns, and any transferees, purchasers or lessors to whom the Property is leased, sold or transferred, including their respective heirs, executors, successors and assigns.

#### **4.5 Entire Agreement**



This Agreement constitutes the entire understanding, contract and agreement between the parties and supersedes all prior oral and written understandings, agreements and commitments both formal and informal, between the parties or their representatives in connection with the subject matter of this agreement.

#### **4.6 Governing Laws**

This Agreement shall be construed in accordance with the laws of the Province of Ontario.

#### **4.7 Counterparts**

This Agreement may be executed in any number of counterparts and by the different parties hereto in separate documents, each of which, when so executed, shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Execution of this Agreement by facsimile transmission or email shall be acceptable and shall be binding upon each party hereto and upon the party so signing by facsimile transmission or email.

----- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -----

**IN WITNESS WHEREOF** the corporate parties hereto have hereunto affixed their respective corporate seals under the hands of their duly authorized Officers in that behalf, and the other parties hereto have hereunto set their hands and seals, as of the day, month and year first above written.

**MATTAMY (MONARCH) LIMITED**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the Corporation

**STONEBRIDGE COMMUNITY ASSOCIATION INC.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the Corporation

**CITY OF OTTAWA**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the Corporation

## SCHEDULES

Schedule "A"-Legal Description

Schedule "B"-Stonebridge Golf Course

Schedule "C"-Draft Plan of Subdivision

Schedule "D"-Routing Plan

Schedule "E"-Stonebridge Features

Schedule "F"-Permitted Encumbrances

DRAFT