

STONEBRIDGE AGREEMENT

This Agreement made as of the day of October, 2020

B E T W E E N:

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

- and -

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

WHEREAS the City is to impose a special levy for the acquisition of the Stonebridge Golf Course;

AND WHEREAS the SCA has indicated that it may wish to operate the Golf Course after it has been acquired by the City;

AND WHEREAS the SCA also wishes to preserve the opportunity to convert the golf course lands to passive Open Space/ Green Space should the SCA decide to no longer operate the Stonebridge Golf Course;

AND WHEREAS it is the intention of both the City and the SCA to protect the Stonebridge Golf Course lands as green space, either as a Golf Course or as Open Space / Green Space and further that the Stonebridge Golf Course Lands will not be developed in any other way;

AND WHEREAS it is the intention of the City to maintain the Stonebridge Golf Course lands as Open Space / Green Space, should the SCA decide to not operate the Stonebridge Golf Course as a Golf Course;

AND WHEREAS it is desirable to set out the terms under which this operation of the golf course lands or conversion to Open Space / Green Space may take place;

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 the other party, 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) “Business Day” means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (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.
- (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) “Special Area Levy” means a tax raised pursuant to the *Municipal Act, 2001* from all affected property owners in the defined catchment area beginning in 2021 until 2029. The levy is based on \$7 million (\$6 million for the land purchase and \$1 million for legal fees, taxes and transfer fees).

ARTICLE 2 – ACCOMPANYING AGREEMENT

2.1 This agreement is to be read together with the Tripartite Agreement between Mattamy (Monarch) Limited (“Mattamy”), the City and the SCA (the “Tripartite Agreement”).

2.2 The City and SCA covenant that the Stonebridge Golf Course lands will only be used and maintained as a golf course or Open Space / Green Space and that no other development that does not fall within the definition of golf course, Open Space / Green Space will be pursued on the Land.

ARTICLE 3 - FUTURE OPERATION

3.1 The SCA shall advise the City in writing by November 1, 2028 if the SCA desires to operate the Stonebridge Golf Course as a golf course.

3.2 The operation of the Stonebridge Golf Course may be performed by the SCA by any one of the following methods, and the method may be selected by the SCA at its sole discretion:

(a) Purchase of the Stonebridge Golf Course by the SCA and direct operation of the Stonebridge Golf Course by the SCA or by a third party service provider;

(b) Leasing of the Stonebridge Golf Course to the SCA and direct operation of the Stonebridge Golf Course by the SCA or by a third party service provider;

(c) Purchase of the Stonebridge Golf Course by a nominee, non-profit corporation incorporated by the SCA ("nominee corporation") and direct operation of the Stonebridge Golf Course by such nominee corporation or by a third party service provider;
or

(d) Leasing of the Stonebridge Golf Course to a nominee corporation and direct operation of the Stonebridge Golf Course by such nominee corporation or by a third party service provider.

3.3 (1) Provided that the notice required by section 3.1 has been given by the SCA to the City, the City agrees that the conveyance or lease selected by the SCA shall commence immediately after the conveyance of the Stonebridge Golf Course by Mattamy to the City.

(2) Despite subclause (1), the City and SCA may agree to a later date for the conveyance or lease to commence.

3.4 The SCA, or nominee corporation, shall ensure that any nominee corporation or third party service provider shall enter into an agreement with the City and the SCA to have the Stonebridge Golf Course operated in a manner consistent with this Agreement and the Tripartite Agreement.

3.5 Any owner, other than the City, or lessee from the City of the Stonebridge Golf Course shall be responsible for the payment of all applicable property taxes and applicable rates in respect of the Stonebridge Golf Course.

3.6 The purchase price for the Stonebridge Golf Course pursuant to clause 3.2 above shall be one dollar. No payments of any kind on account of adjustments shall be due from the City.

3.7 The lease price for the Stonebridge Golf Course due to the City pursuant to clause 3.2 shall be one dollar per year and shall be completely net to the City. While the Stonebridge Golf Course is leased to the SCA or a nominee corporation no payment of any kind shall be due from the City. The lease shall be made on a long-term basis. Should the City determine not to renew a lease, the SCA shall have the ability to exercise the options in subclauses 3.2 (a) or (c) above.

3.8 If the Stonebridge Golf Course is being operated as Open Space/Green Space by the City, SCA or a nominee corporation, it shall be open at reasonable hours to the public at large.

3.9 No mortgage or charge shall be registered against the Stonebridge Golf Course without the prior written consent of the City, which may be unreasonably withheld.

ARTICLE 4-FUTURE OPERATION

4.1 Should the SCA or nominee corporation, having taken responsibility for operation of the Stonebridge Golf Course pursuant to section 3 above, determine that it no longer desires to operate the Stonebridge Golf Course, it shall provide one year's written notice to the City.

4.2 Within 63 days (nine weeks) of the notice being received by the City pursuant to clause 4.1, the City shall advise in writing whether it is prepared to operate the Stonebridge Golf Course or take carriage of the lands as Open Space/Green Space.

4.3 Should the City advise in writing that it is prepared to operate the Stonebridge Golf Course or take carriage of the lands as Open Space/Green Space then, at the conclusion of the one year notice period:

(a) If the Stonebridge Golf Course is not owned by the City, it shall be conveyed to the City at the end of the notice period for one dollar. No payments of any kind on account of adjustments shall be due from the City; or

(b) If the Stonebridge Golf Course is under lease from the City, the lease shall terminate at the end of the notice period with no payment of any kind due from the City.

4.4 In the event that the City is prepared to operate the Stonebridge Golf Course for the purposes of Open Space / Green Space, the City will maintain the land as passive green space, providing a minimal level of servicing to include the mowing of a small corridor on either side of the existing golf cart path, and perform any other maintenance that it deems necessary;

4.5 Should the City advise in writing that it is not prepared to operate the Stonebridge Golf Course as a golf course or take carriage of the lands as Open Space/Green Space, then the SCA or nominee corporation:

(a) May continue to operate the Stonebridge Golf Course as a golf course or as open space/green space; or

(b) The provisions of the Tripartite agreement apply. Any funds received from Mattamy for a conveyance of the Stonebridge Golf Course shall be directed by whomever is the owner of the land, be it the SCA or a nominee corporation, to be paid to the City.

4.6 Should the City provide the Notice outlined in clause 4.1 above, the City will maintain, manage and operate the stormwater pond system on the Stonebridge Golf Course Land.

ARTICLE 5-FUTURE OPERATION

5.1 In the event that the City is operating the Stonebridge Golf Course as a golf course or for the purposes of open space/green space, and the City determines that it is no longer prepared to operate the land for either purpose, it shall provide two year's written notice to the SCA.

5.2 The SCA shall advise the City in writing within one year of the receipt of the notice pursuant to clause 5.1 as to whether it is prepared to operate the Stonebridge Golf Course, by itself or through a nominee corporation, as set forth in subclause 3.2(c), as a golf course or as open space/green space.

5.3 Should the SCA advise that it is willing to operate the Stonebridge Golf Course as a golf course or as open space/green space, then at the conclusion of the two year notice period in clause 5.1, or at such earlier date as is agreed between the City and the SCA, the Stonebridge Golf Course shall be conveyed to the SCA or nominee corporation as the case may be.

5.4 The purchase price for the conveyance in clause 5.3 shall be one dollar.

5.5 Should the SCA advise that it is not willing to operate the Stonebridge Golf Course as a golf course or as open space/green space, then the provisions of the Tripartite Agreement shall apply.

5.6 Should the SCA or nominee corporation have received a conveyance of the Stonebridge Golf Course pursuant to clause 5.3 the City having given notice pursuant to 5.1 at an earlier date, and should the lands no longer be operated as a Golf Course nor as Open Space/Green Space, the provisions of the Tripartite Agreement shall apply.

5.7 In the case of 5.6 applying, any funds received from Mattamy for a conveyance of the Stonebridge Golf Course shall be directed by whomever is the owner of the land, be it the SCA or a nominee corporation, to be paid to the City and these funds shall be placed in the Stonebridge Levy Reserve and used for: a) the purchase of additional Open Space

/ Green Space as per clause 3.7 d) of the Tripartite Agreement and/or 2) projects within the Stonebridge Community.

5.8 The City agrees that it will not transfer, sell or lease the land to any party other than the SCA, the nominee corporation or Mattamy, as per the requirements of the Tripartite Agreement.

ARTICLE 6-SPECIAL LEVY

6.1 Funds raised by the Special Area Levy being imposed by the City shall only be utilized for the acquisition of the Stonebridge Golf Course and its operation as a golf course or as Open Space/Green Space, except as permitted in clause 5.7 above.

6.2 Funds raised by the Special Area Levy, and any interest earned by such funds, shall be held in a special account, the Stonebridge Levy Reserve.

6.3 Should the Stonebridge Golf Course be owned or leased by the SCA or a nominee corporation, funds shall be released from the Stonebridge Levy Reserve to the SCA or nominee corporation upon certification satisfactory to the City Treasurer that such funds are necessary for the then current year's operation (capital, maintenance/repair, daily operations) of the Stonebridge Golf Course.

6.4 The owner, lessee and/or third party service provider shall make their records in respect of the Stonebridge Golf Course (as either a golf course or open space/green space) available, upon 15 days written notice, to the City's Auditor General or the City's external auditor.

ARTICLE 7-TRANSFER OF TITLE

7.1 Both parties and any nominee corporation that is to become the owner of the Stonebridge Golf Course (each of which, City, SCA or nominee corporation, is for the purposes of this agreement "a prospective owner") agree to accept title subject to the Permitted Encumbrances set out in Schedule "F" to the Tripartite agreement, Schedule "C" to this agreement. Each prospective owner agrees that if required by any such Permitted Encumbrances, it will as necessary enter into assumption agreements in the form required by such Permitted Encumbrances and that furthermore each prospective owner will observe and perform all covenants and requirements or give such notices or warnings that may be required by any of the Permitted Encumbrances and post any security required thereby. Each prospective owner covenants and agrees to satisfy itself as to the compliance with the Permitted Encumbrances and the owner prior to a prospective owner acquiring the Stonebridge Golf Course 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.

7.1.1. None of the SCA or any nominee corporation shall permit the registration of any charge against the Stonebridge Golf Course without the written consent of the City, which consent can be withheld unreasonably.

7.2 Title

7.2.1 Title to the Property shall be free and clear of all encumbrances, except as herein provided. A prospective owner may examine the title to the Property at the prospective owner's own expense and the prospective owner may not call for production of any title deed or abstract of title or to have furnished other copies thereof other than those in the then current owner's possession or under its control. The prospective owner is allowed until twenty (20) days prior to the Closing Date, to examine the title, and if within that time, the prospective owner furnishes the current owner in writing with any valid objections to the title, which the current owner is unable to remove, and which the prospective owner will not waive, the conveyance shall not proceed, and neither the current owner nor the prospective owner will be liable for any costs or damages, but if no valid objection to the title is made within the said time, the prospective owner shall be conclusively deemed to have accepted the title of current owner to the Stonebridge Golf Course provided; however, that the prospective owner is not bound to accept possessory title to any part of the Stonebridge Golf Course nor to any part of the Stonebridge Golf Course having any encumbrance whatsoever, including without limitation, easements, rights of way, restrictions, leases, reservation of mining rights or minerals, and covenants of any nature., other than those referred to in clause 7.1 above.

7.3 Inspection of the Property

7.3.1 Prior to the Closing Date, and upon reasonable notice (which need not exceed forty-eight hours), a prospective owner shall be entitled to enter on the Stonebridge Golf Course personally or by its agents, consultants, advisors and employees, for the purpose of inspecting the Stonebridge Golf Course or conducting such tests, surveys, investigations and reports as the prospective owner, in its sole discretion, considers necessary including, without limitation, soils and environmental tests. The prospective owner shall not disturb any 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 Stonebridge Golf Course by the current owner.

7.3.2 The Parties acknowledge that the prospective owner shall be responsible for performing their own due diligence prior to closing and, where the Stonebridge Golf Course is then being operated as a golf course, the current owner, in addition to reasonable access to the Stonebridge Golf Course, agrees to provide the prospective owner any documents requested including, but not limited to: financial records, contracts with third parties and documents related to the operation and/or maintenance of the golf course.

7.3.3 On a Closing Date, the current owner shall deliver to a prospective owner:

7.3.3.1 vacant possession of the Property;

7.3.3.2 a transfer in registrable form, including completed Planning Act statements by the current owner and the current owner's solicitor, in favour of the prospective owner, of the Stonebridge Golf Course free and clear of encumbrances except as stated herein;

7.3.3.3 a statutory declaration from the current owner confirming that current owner 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;

7.3.3.4 the statement of adjustments, which shall also have been delivered to the prospective owner at least 5 days prior to the Closing Date; but subject to the provision in this agreement that no amount is to be due from the City pursuant to a statement of adjustments;

7.3.3.5 an undertaking to readjust taxes and local improvement rates and the statement of adjustments, subject to the provision in this agreement that no amount is to be due from the City pursuant to a statement of adjustments

7.3.3.6 such further documents and assurances as the prospective owner or its solicitors shall reasonably require, as may be customary for the completion of a transaction of this nature.

7.3.4 On the Closing Date, the prospective owner shall deliver to current owner:

7.3.4.1 an undertaking to readjust taxes and local improvement rates and the statement of adjustments, subject to the provision in this agreement that no amount is to be due from the City pursuant to a statement of adjustments;

7.3.4.2 the HST Certificate contemplated below;

7.3.4.3 such further documents and assurances as the current owner or its solicitors shall reasonably require, as may be customary for the completion of a transaction of this nature

7.3.5 Each party is responsible for its own legal and registration costs.

7.3.6 On the Closing Date, the current owner shall provide a description for the Property acceptable to the Land Registrar for registration provided that the prospective owner shall, if required, at its sole expense arrange for the deposit of any reference plan necessary to provide the registrable description. However, if funds are available in the Stonebridge Levy Reserve, they may be utilized for the cost of any required reference plan.

7.4 Electronic Registration/Tender

7.4.1 If electronic registration of documentation is permitted on the Closing Date, the following terms and conditions shall form part of this Agreement:

7.4.2 Prior to Closing, the current owner and the prospective owner shall each retain a solicitor in good standing with the Law Society of Ontario to represent the current owner and the prospective owner with respect to this Agreement and notify the other party of the solicitor's contact information;

7.4.3 The current owner and the prospective owner will proceed on the basis 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 the current owner and the prospective owner 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 prospective owner'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:

7.4.3.1 the "Release Deadline" shall be 5:00 p.m. on the Closing Date; and

7.4.3.2 the prospective owner's solicitor shall deliver a copy of the registered Transfer immediately following registration which shall constitute notification entitling the current owner's solicitor to release the Requisite Deliveries;

7.4.4 Any tender of documents or money pursuant to this Agreement may be made upon or paid to current owner or the prospective owner 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.

7.4.5 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:

7.4.5.1 delivered all required closing documents, money and keys contemplated by this Agreement to the other party's solicitor;

7.4.5.2 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

7.4.5.3 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.

7.4.5.4 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.

7.4.6

7.5 Assignment

7.5.1 No party may assign this agreement without the written consent of the other.

7.6 Planning Act

7.6.1 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

7.7 Covenants, Warranties and Representation

7.7.1 SCA covenants, warrants and represents to the City that:

7.7.1.1 SCA 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, SCA 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)*.

7.7.1.2 SCA 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.

7.7.1.3 The agreement of purchase and sale constituted on the execution and delivery of this Agreement and the obligations of SCA hereunder and the documents and transactions contemplated herein have been authorized by all requisite corporate proceedings and constitute legal, valid and binding obligations of SCA enforceable against SCA in accordance with their terms.

7.7.1.4 The completion of the transactions 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 SCA.

7.8 Adjustments

7.8.1 Adjustments shall be made as of 11:59 p.m. on the day prior to the Closing Date. The current owner 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 prospective owner shall be responsible for (except as otherwise provided in this Agreement) all expenses and shall be entitled to all revenues accrued from the Property.

7.8.2 The Adjustments shall include all land transfer tax, municipal tax accounts, local improvement assessments, rates and charges, water and assessment rates.

7.8.3 In the event that there are any realty tax appeals for the period prior to a Closing Date, the current owner 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 the current owner 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 the current owner and forthwith remit them to the current owner. The current owner agrees to cooperate with the City to the extent reasonably required by the City with respect to any realty tax appeal and in particular, The current owner agrees to without limitation, provide any materials that the current owner receives respecting a realty tax appeal to the City, forthwith following such receipt. To the extent the current owner 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.

7.8.4 This agreement may be registered upon the title of the Stonebridge Golf Course.

8 - GENERAL

8.1 Dispute Resolution

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

8.1.1 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;

8.1.2 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;

8.1.3 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;

8.1.4 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;

8.1.5 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.

8.1.6 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;

8.1.7 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;

8.1.8 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;

8.1.9 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;

8.1.10 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;

8.1.11 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;

8.1.12 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;

8.1.13 Nothing contained herein prohibits a party from making an offer of settlement relating to the determination of a Disputed Matter during the course of the arbitration; and

8.1.14 in determining the allocation between the parties of the costs of the arbitration, including the professional fees of the Arbitrator and the administrative costs associated with the arbitration, the Arbitrator may invite submissions as to costs and may consider, among other things, an offer of settlement made by a party to the other party prior to or during the course of the arbitration. Unless otherwise directed by the Arbitrator, all costs of the Arbitrator will be paid equally by each party. Subject to the cost award of the Arbitrator, each party will bear its own costs of preparing for the arbitration, including without limitation, its costs of any reports, appraisals, legal counsel and/or expert witnesses that such party wishes to call or employ for the arbitration.

8.2 Notices

Any notice, statement, document or other communication required or permitted to be given to any party or parties pursuant to any of the provisions of this Agreement shall be sufficiently given if such notice, statement, document or other communication is in writing and is delivered to such party or parties or sent by prepaid registered mail or by electronic mail addressed to such party or parties, as follows:

To the SCA:

Stonebridge Community Association Inc.
c/o PO Box 34014
3777 Strandherd Drive
Ottawa, ON K2J 5B1
Attention:

Fax:

with a copy to:

*

*

*

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 8.2 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.

8.3 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.

8.4 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.

8.5 Entire Agreement

Subject to clause 2.1, 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.

8.6 Governing Laws

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

8.7 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.

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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.

STONEBRIDGE COMMUNITY ASSOCIATION INC.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have authority to bind the Corporation

CITY OF OTTAWA

Per: _____

Name: Jim Watson

Title: Mayor

Per: _____

Name: Caitlin Salter-MacDonald

Title: Deputy City Clerk

We have authority to bind the City

Schedules

Schedule "A"-Legal Description

Schedule "B"-Stonebridge Golf Course

Schedule "C"-Permitted Encumbrances

DRAFT