

OMB File No. PL101256

ONTARIO MUNICIPAL BOARD

IN THE MATTER OF appeals pursuant to subsection 34(19) of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, from the passing of By-law 2010-329 with respect to the rezoning of lands known as Lansdowne Park, in the City of Ottawa

MINUTES OF SETTLEMENT

**Glebe Community Association and Old Ottawa South Community Association,
(the "Community Groups")**

The parties to this appeal, by their lawyers, consent to the disposition of this appeal on the following terms:

1. The proposed building at the corner of Bank Street and Holmwood Avenue, described as Building A1 on the Lansdowne Integrated Site Plan, DWG No. A0-01, prepared jointly by BBB Architects, Barry J Hobin Architects, Cannon Design and Phillips Farevegg Smallemberg Landscape Architects dated November 4, 2010, dated as received by the City of Ottawa November 5, 2010 and approved by City Council on November 22, 2010, (the "Integrated Site Plan ") shall be a maximum of 10 storeys of residential units above a 2 storey commercial and retail podium and shall not exceed a height of 42 metres. By-law 2010-230 (the By-law) shall be amended in this regard. A copy of the Integrated Site Plan is attached as Annex "A". The parties understand that the Integrated Site Plan is subject to refinement and modification as provided for by the conditions imposed by Council in its approval of the Integrated Site Plan.
2. The Zoning By-law shall provide for a maximum number of 280 residential units.
3. The height of Building H, as shown on the Integrated Site Plan shall be reduced to 15 metres and Schedule 258 of the By-law shall be amended to reduce the height from 27 metres to 15 metres and increase the height from 12 metres to 15 metres for the balance of the building.
4. The City shall undertake to consult with the Community Groups in developing the Traffic and Parking Operations Plan, the Shuttle Operations Plan, the Transit Operations Plan and the detailed Transportation Demand Management ("TDM") Plan (which were recommended by McCormick Rankin ("MRC") in their Traffic Impact and Assessment Study and TDM Plan) and were imposed as Special Conditions 4.4, 4.5, 4.6, and 4.7 in the approval by Council of the Integrated Site Plan (the "Plans"). MRC is currently working on preparing these Plans and as part of their work, will be directed to engage and consult with the Community Groups in preparing these Plans and to provide reasonable advance notice to the Community Groups for such consultation. Day to day traffic and parking impacts on local streets arising from the Lansdowne development as well as traffic and parking impacts from special events at Lansdowne shall be considered as part of the community consultation and the development of the Plans. The City further undertakes to ensure that these Plans provide for community consultation as part of the monitoring that will be undertaken after the Lansdowne development is completed.
5. The urban park lands shall be zoned O1 for public park use and for other ancillary uses such as kiosks, shelters and bathrooms. Recognizing that there are multiple subzones under the O1 zone and that there will be a need to have specific provisions in place to reflect and appropriately accommodate the revitalization program, the parties agree that a new O1 subzone that is specific to Lansdowne will be established. This subzone will set out the provisions that will

apply to regulate the urban park and will reflect the urban park elements shown on the Integrated Site Plan, including integration with the overall development program in regard to matters such as stormwater management, access, staging, shuttle drop off and pick up, marshalling and limited temporary surface parking to support both park and stadium activities/events with public parking for the urban park accommodated by the below grade parking in the mixed use area. The subzone will also provide that any new buildings in the urban park for ancillary uses shall be single storey buildings limited in height to 4 metres (except for the roofline which may extend to 6 metres) and that the urban park not be used for day to day parking for the general public.

6. The Horticulture and Aberdeen Pavilions shall remain entirely under the control of the City. The City shall include provisions in the Zoning By-law that will provide for these buildings accommodating uses that are supportive of and complimentary to the uses and activities of the urban park but recognize that they will also relate to and work with the uses and activities in the urban mixed use area (such as some unique retail type uses that have a synergistic relationship with the urban park for the Horticulture Building) and possibly the stadium (such as programmed activities associated with stadium events) to achieve overall synergies between uses, activities and programming for all of Lansdowne.
7. The City undertakes to ensure that the Community Groups shall be engaged and consulted in developing the programming plan for the urban park based on conditions imposed in the approval by Council of the Integrated Site Plan and that the programming plan shall provide for ongoing dialogue with the Community Groups related to the planning of various events and activities that will be part of the ongoing programming for the urban park.
8. The By-law shall be amended to permit only residential dwelling uses in the form of single detached, semi detached, townhouses and/or stacked townhouses located above the below grade parking to be located adjacent to the Holmwood frontage, open space, a below grade parking garage and access to a below grade parking garage. Any commercial frontage along Holmwood shall be limited to Building A1 for the commercial uses required for this building, subject to such commercial uses having their primary orientation to Bank Street.
9. Except in Building A1, no residential units shall be permitted above the retail space proposed in Buildings A2, B, C and D on the Integrated Site Plan. The By-law and final site plan shall be amended in this regard. The maximum heights in the Bylaw shall be in accordance with Annex "B" and "C" attached hereto.
10. Pursuant to conditions imposed by Council for the Integrated Site Plan, all conceptual and final architectural plans for new development at Lansdowne shall respect and respond to architectural design directions and guidelines set out in the approved site plan conditions. These include specific directions and

guidelines for different building types at Lansdowne, directions and guidelines set out in the Official Plan, and building design guidelines set out in various applicable city wide design guideline documents such as those for Traditional Mainstreets, Tall Buildings and Residential Infill. Buildings along Bank Street taller than two storeys shall be stepped back in accordance with Guideline 12 of the Built Form section of the Traditional Mainstreet Design Guidelines.

11. The final site plan shall provide for a passive public open space area adjacent to the Holmwood facade of building A1 (comprising hard surfacing, street trees and benches) of not less than 6 metres x 6 metres. This space will front onto Holmwood and be open to Bank Street, and it shall be part of the public realm and be publically accessible from Bank Street at all times.
12. The final site plan shall provide for an unobstructed view corridor of the Aberdeen Pavilion from Adelaide Street at Holmwood and from Bank Street in accordance with approvals given by the Ontario Heritage Trust ("OHT") pursuant to an easement agreement registered on title between the City and the OHT.
13. The City undertakes to have its Infrastructure Services Department consult with the Community Groups on road and pedestrian safety issues during the reconstruction of Bank Street and the development of Lansdowne Park.
14. The Parties acknowledge that the amended by-law will clarify that the 33,450 square metres of non residential uses includes office uses but is exclusive of the 9300 square metres of office space that would be located within Building I.
15. The City acknowledges that the accelerated reconstruction for the Bank Street Rehabilitation and the magnitude of the construction project associated with the Lansdowne redevelopment, will have implications during the construction period associated with both projects on the manner in which area residents will travel through their neighbourhood. The City further acknowledges that the Community Groups feel there is a need for the Community Groups, independent of any communications that may be provided by the City, to provide area residents with on-going up-dates and independent of measures that may be implemented by the City to address safe movement of area residents in their neighbourhood, to be able to augment these City initiatives for the benefit of area residents. To support this, the City will make available to the Community Groups a sum to a maximum of \$30,000.00 that can be accessed by the Community Groups to fund various communications, advisories and measures to support ensuring resident safety in moving through their community during the period of the Bank Street Rehabilitation and the Lansdowne construction, subject to the City first giving its approval to the Community Groups for any such initiatives to be pursued by the Community Groups to ensure no overlap or conflicts with ongoing City initiatives, with costs incurred by the Community Groups for City authorized initiatives as described above being payable by the City on receipt of invoices.

16. The parties acknowledge that the plans for Building C provide for maximum height limits in accordance with Annex "B" and "C" to the Minutes of Settlement. The parties further acknowledge that the final design of the building will be subject to further refinement during the Stage 2 approval process for the Site Plan, which includes formal design review and approval, specific to the design and architecture for all new development.
17. No surface or above grade parking garages shall be permitted in the OS1 subzone.
18. This settlement is conditional on the review by the parties of a proposed draft by-law to be delivered within twenty four hours of execution of these Minutes of Settlement.
19. The provisions contained in these Minutes of Settlement shall also be considered and implemented through the final site plan approval process and related agreements for development.
20. The parties acknowledge that, as a result of short time lines for these Minutes of Settlement to be considered by Council, these Minutes of Settlement must be executed by April 11, 2011.
21. The provisions of the above-noted paragraphs are subject to Council approval. Should Council not approve these minutes of settlement on or before April 13, 2011, these Minutes of Settlement are null and void and of no force or effect.
22. The provisions of these Minutes of Settlement shall remain confidential until approved by the Planning Committee and Council. The City shall inform the Community Associations of any public statement or disclosure to be issued with respect to the Minutes of Settlement at least 24 hours prior to the release of any such statement or disclosure.
23. Subject to Council approval of the matters herein and the Ontario Municipal Board approving the proposed amendments to the By-law, the Community Groups will consent to an order dismissing their appeal.
24. These Minutes of Settlement may be executed in multiple counterparts, each of which shall be deemed to be an original and all counterparts shall be construed together and shall constitute the Minutes of Settlement. The Minutes of Settlement, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and internet transmissions), shall be treated in all manner and respects as an original copy of the Minutes of Settlement and should be considered to have the same binding legal effect as if it were the original signed version thereof.

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PAGE. 1/ 1

6

DATED: April 11, 2011.

Glebe Community Association

Per: 
Caroline Vanneest, President

I have authority to bind the Corporation

Old Ottawa South Community Association

Per: 
Brendan McCoy, Director

I have authority to bind the Corporation

CITY OF OTTAWA

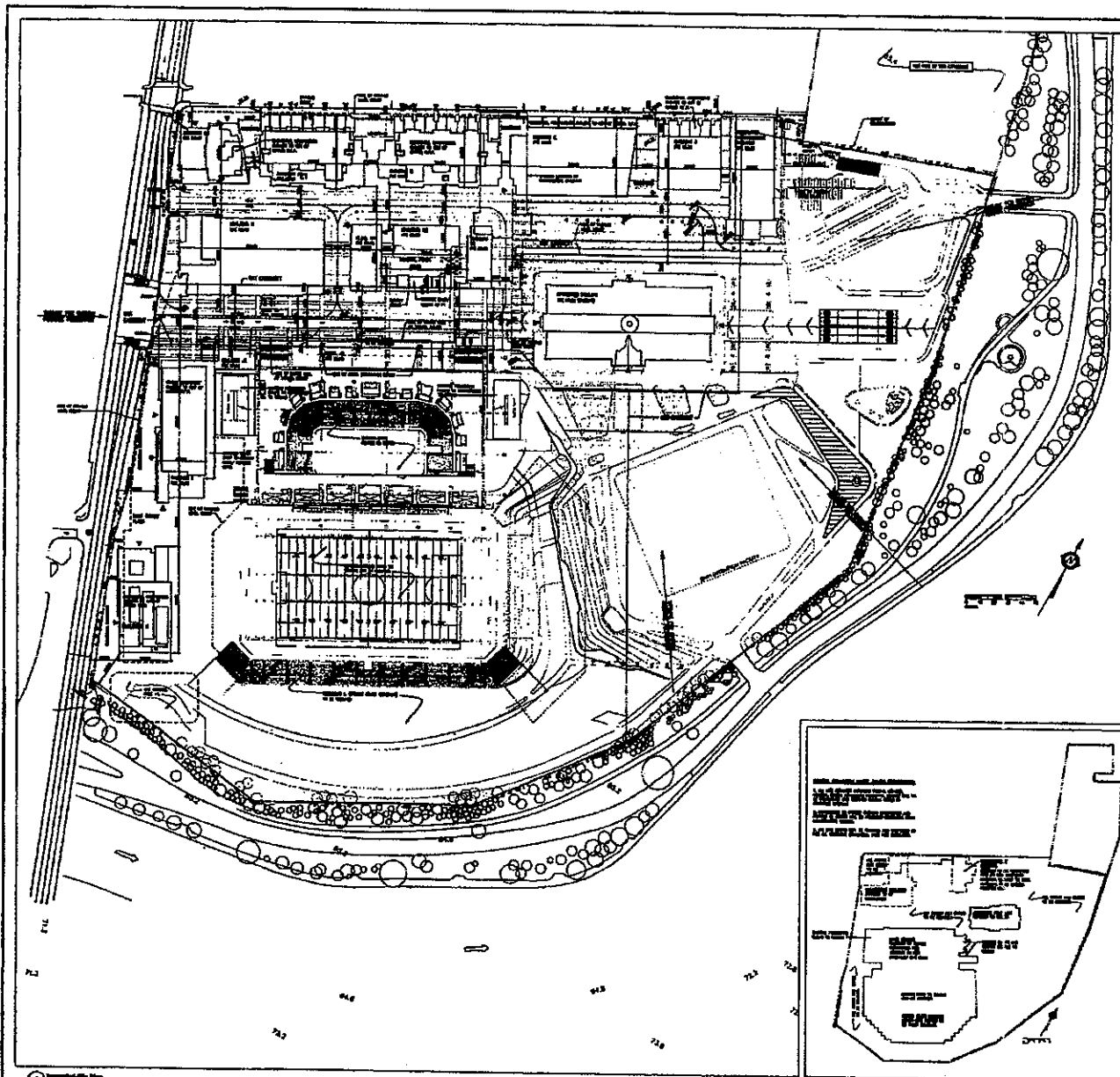
By its solicitors
BORDEN LADNER GERVAIS LLP


JANET E. BRADLEY

OTTAWA SPORTS AND ENTERTAINMENT GROUP
By its solicitors
SOLOWAY WRIGHT LLP


JANUARY COHEN

OTT01MAM1000



GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC UTILITIES AT ALL TIMES.
4. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO ACCOMMODATE THE PROPOSED CONSTRUCTION.
5. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPING UNLESS OTHERWISE SPECIFIED.
6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND THE APPLICABLE AGENCIES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.
8. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AND TRAFFIC CONTROL DURING CONSTRUCTION.
10. ALL UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.
11. THE CONTRACTOR SHALL MAINTAIN ALL RECORDS AND AS-BUILT DRAWINGS.
12. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
13. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
14. ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
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LEGEND:

- 1. EXISTING BUILDING FOOTPRINT
- 2. PROPOSED BUILDING FOOTPRINT
- 3. EXISTING DRIVEWAY
- 4. PROPOSED DRIVEWAY
- 5. EXISTING PARKING
- 6. PROPOSED PARKING
- 7. EXISTING LANDSCAPING
- 8. PROPOSED LANDSCAPING
- 9. EXISTING UTILITIES
- 10. PROPOSED UTILITIES

SCALE: 1" = 10'-0"

DATE: 10/15/2010

PROJECT: ANNEX 'A'

ARCHITECT: bbb architects

ENGINEER: CANNON DESIGN GROUP

LANDSCAPE ARCHITECT: LANDSCAPING PARTNERS

INTEGRATED SITEPLAN

NO.: A0-01

DATE: 10/15/2010

Annex 'A'

bbb architects

CANNON DESIGN GROUP

LANDSCAPING PARTNERS

Lansdowne

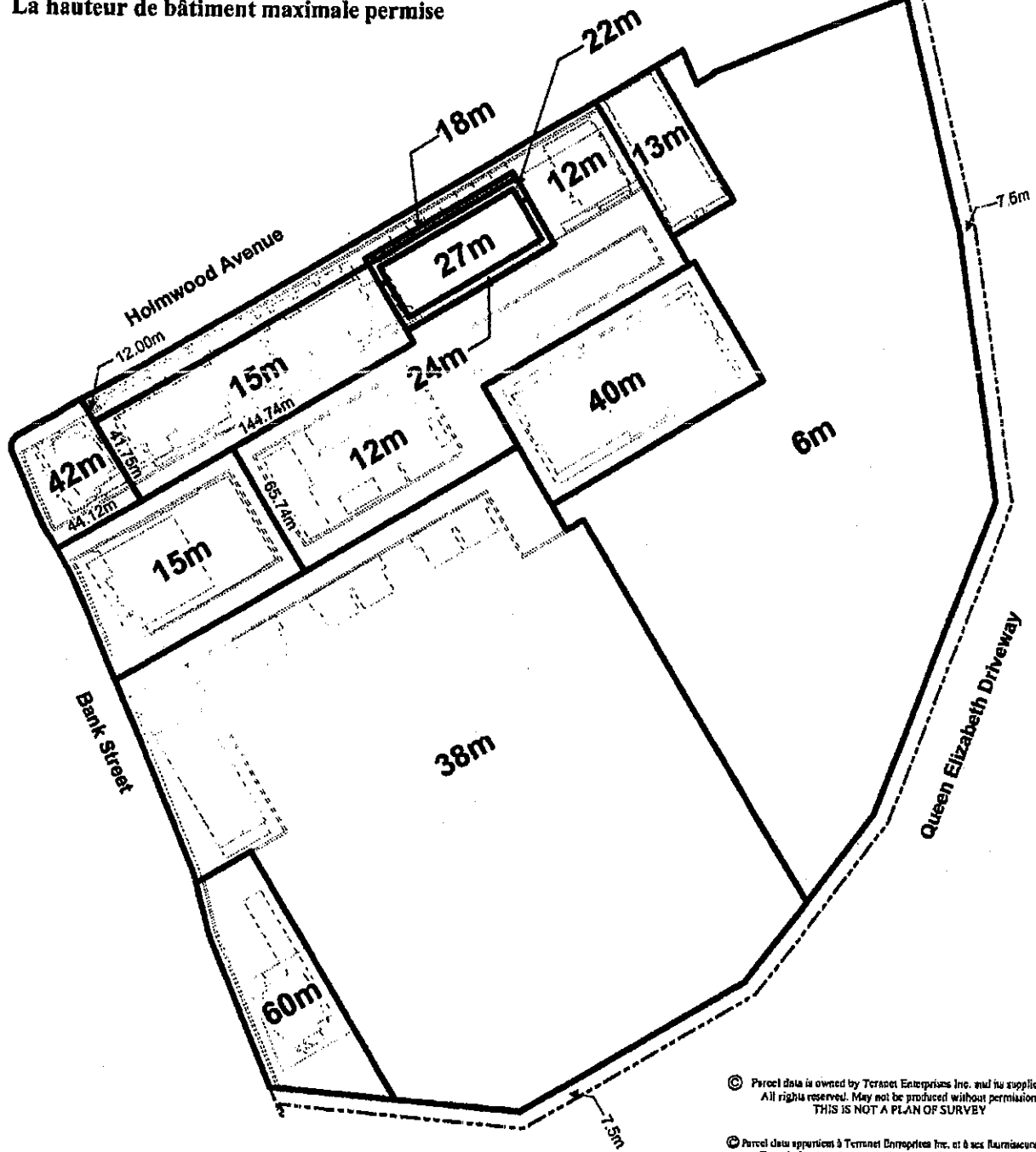
INTEGRATED SITEPLAN

NO.: A0-01

DATE: 10/15/2010

Maximum Permitted Building Heights
La hauteur de bâtiment maximale permise

Annex "B"



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 and Community Sustainability
 Produit par le Services d'Infrastructure
 et Viabilité des collectivités

This is Schedule 258-A to Zoning By-law No. 2008-250
Annexe 258-A au Règlement de zonage n° 2008-250

This is Attachment 2A to By-law Number 2010-329, passed October 6, 2010
 Pièce jointe n° 2A du Règlement municipal n° 2010-329, adopté le 6 octobre 2010
 Subject to OMB approval

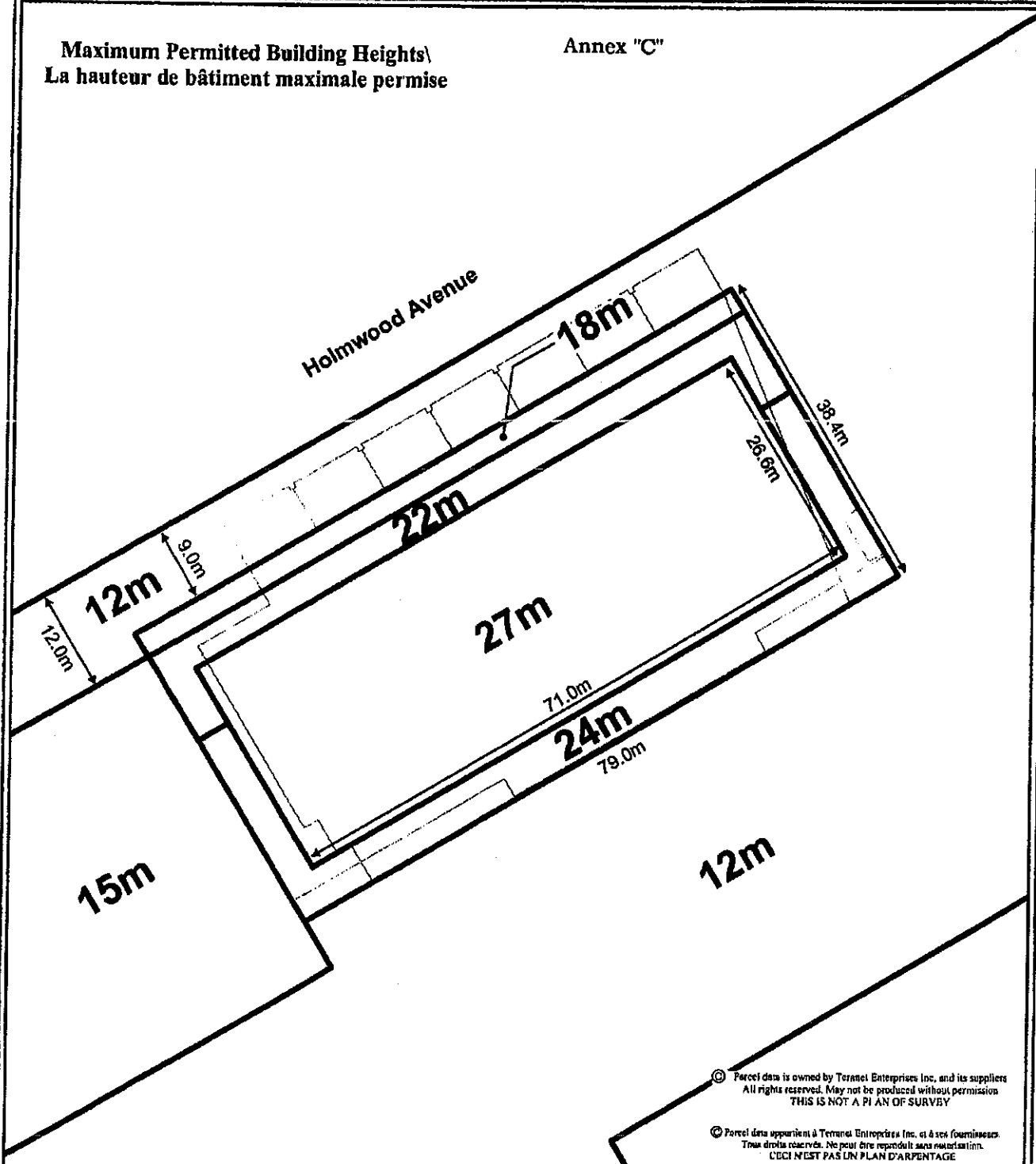
Échelle
 N.T.S.
 Mètres



Scale
 N.T.S.
 Metres

Maximum Permitted Building Heights
La hauteur de bâtiment maximale permise

Annex "C"



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ACS2010-CMR-OCM-000

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Produced by Infrastructure Services
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 Produit par le Services d'infrastructure
 et Viabilité des collectivités

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Annexe 258-B au Règlement de zonage n° 2008-250

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Échelle
 N.T.S.
 Mètres



Scale
 N.T.S.
 Metres