

THREE PARTY MINUTES OF SETTLEMENT

A M O N G:

NATIONAL CAPITAL COMMISSION

(The "NCC")

OF THE FIRST PART

- and -

THE CITY OF OTTAWA

(The "City")

OF THE SECOND PART

- and -

THE MECHANICSVILLE COMMUNITY ASSOCIATION INC.

(The "MCA")

OF THE THIRD PART

(collectively the "Parties" and each a "Party")

WHEREAS:

- a) The fee simple title to the lands municipally known as 1 & 19 Sir John A. MacDonald Parkway, Ottawa, Ontario is registered in the name of the National Capital Commission (the “**Subject Property**”);
- b) The NCC filed applications pursuant to the *Planning Act* to amend the City’s Official Plan and Comprehensive Zoning By-law 2008-250 in order to permit the use of the Subject Property for diplomatic missions (collectively the “**Applications**”);
- c) The Applications sought to amend the Official Plan to:
 - a. Re-designate a 3.04-hectare portion of the Subject Property from “Major Open Space” to “General Urban Area”; and
 - b. Amend the Scott Street Secondary Plan to include a new designation for a portion of the Subject Property as “Institutional / Embassies.”
- d) The Applications sought to amend the Zoning By-law to:
 - a. Rezone a 3.04-hectare portion of the Subject Property to Minor Institutional, Subzone A, subject to a site-specific exception and a holding zone; and
 - b. Rezone a 0.66-hectare portion of the Subject Property to Open Space, Subzone A.
- e) The City refused the Applications and the NCC appealed the City’s decision to the Ontario Land Tribunal (the “**OLT**”), which appeals are identified by OLT File Number OLT-22-002882 (the “**Appeals**”);
- f) The MCA, an incorporated body whose purposes include promoting and protecting the interests of the Mechanicsville community, sought and obtained party status on the Appeals pursuant to the oral decision of the OLT issued on September 1, 2022;
- g) The Parties hereby agree to resolve the Appeals on the terms set out below. The Parties will request that the OLT issue an Order granting approval of the Official Plan Amendment and Zoning By-law amendment as detailed herein, and each will participate in such proceedings as may be directed by the OLT to give effect to these Minutes of Settlement or this “**Agreement**”.

NOW THEREFORE, IN CONSIDERATION of this Agreement to settle the aforementioned Appeals to the OLT, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties covenant and agree, to and with each other, as

follows:

1. CONFIRMATION OF RECITALS

- 1.1 The Parties confirm and agree that the recitals are true, both in substance and in fact and form part of this Agreement.

2. SCHEDULES

- 2.1 The following schedules form part of this Agreement:

Schedule "A1" – Text Amendment to Official Plan & Scott Street Secondary Plan

Schedule "A2" – Modifications to Official Plan, Vol. 1, Schedule B2– Inner Urban
Transect Plan

Schedule "A3" – Modifications to Official Plan, Vol. 1, Schedule C12 – Urban
Greenspace Schedule

Schedule "A4" - Modifications to Official Plan Vol. 2A, Scott Street Secondary Plan,
Schedule A

Schedule "B1" – Zoning By-law Amendment text change

Schedule "B2" – Zoning By-law Amendment plan

3. AGREEMENT TO SETTLE

- 3.1 The Parties agree to settle the Appeals on the following terms:

- (a) The Parties consent to request an Order of the OLT allowing the Appeals and approving the Official Plan Amendments and Zoning By-law Amendment in accordance with Schedules A1 to B2 respectively;
- (b) The NCC, or its tenant, shall consult with the MCA on the design of a pathway connection between Forward Avenue and Hinchey Avenue, as approximately indicated by a dotted double arrow on Schedule A4, prior to final site plan control approval for the adjacent lands to the north-west, and best efforts will be made to retain or replace existing trees in proximity to the property municipally known as 89 Forward Avenue;
- (c) The NCC shall not make any alterations to the Subject Property prior to redevelopment that would render it inaccessible or contrary to its current

informal use, other than for reasons relating to public health or safety, or if preliminary work or studies are required for the purpose of redevelopment or site investigation;

- (d) A sidewalk shall be constructed, by the NCC, on the north side of Burnside Avenue from Hinchey Avenue to Slidell Street and an active transportation connection, which may include use by pedestrians, on the northwest side of Slidell Street from Burnside Avenue to the Sir John A Macdonald Parkway at the time of the construction of the first principal building on the Subject Property;
- (e) The area zoned Open Space (Subzone B) will be 0.9 ha in size and shall be located on the east side as indicated on Schedules A2, A3, A4, and B2. This area will provide a green space and will act as an enhanced connection to the NCC owned parklands to the north and the existing Laroche Park to the south.
- (f) For greater certainty, once executed, the terms of this settlement Agreement shall not be subject to settlement privilege and may be publicly disclosed. All other settlement discussions and exchanges between the Parties, either verbally or in writing, shall remain subject to settlement privilege. The Parties hereby affirm their support of the settlement that implements parts of both the Scott Street Community Design Plan and the NCC's applicable land use plans, and that allows for the development of the Subject Property. Each Party shall proceed in good faith to implement the true intent of this Agreement;
- (g) The parties will work together cooperatively to implement this Agreement in a manner that protects and promotes the public interest and the health and safety of the community;

- (h) NCC staff will seek approval of an amendment to its land use planning documents to reflect the true intent of this Agreement within 2 years; and
- (i) No Party will seek or support any order of costs by the OLT against any of the Parties, and each of the Parties hereby consents to the OLT making its Order without costs.

4. ENUREMENT

- 4.1 This Agreement shall enure to the benefit of, and be correspondingly binding upon, the Parties and their respective successors and assigns.

5. FURTHER ASSURANCES

- 5.1 The Parties covenant and agree that at all times and from time-to-time hereafter upon every reasonable written request to do so, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts so as to effectively implement and carry out the true intent and meaning of this Agreement.

6. SEVERABILITY

- 6.1 If any covenant or provision of this Agreement, including all or any part of this clause, is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
- 6.2 Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and

enforceable in order to effectively implement and carry out the true intent and meaning of this Agreement.

7. INTERPRETATION

7.1 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.

7.2 Reference to an authority, agency, or official of the City in this Agreement is deemed to include a reference to the authority, agency, or official of the City who performs the duties of the referenced entity or official from time to time.

7.3 Whenever the provisions of this Agreement require an approval or consent of any official of the City, the approval or consent may alternatively be given by City Council or such other official as City Council may direct or is otherwise empowered to act.

7.4 For greater certainty, nothing herein shall be construed as fettering the discretion of City Council or the NCC Board, the responsible Minister, or the Crown.

7.5 This Agreement shall be construed with all changes in number and gender as may be required by the context.

8. GOVERNING LAW

8.1 This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and of Canada applicable thereto, and the Parties submit to the jurisdiction of the courts of the Province of Ontario.

8.2 Any reference in this Agreement to any law, by-law, rule, regulation, plans or policies, order or act of any government, governmental body or other regulatory body shall be

construed as a reference thereto as amended or re-enacted from time to time, or as a reference to any successor thereto.

9. TIME OF THE ESSENCE

9.1 Time is of the essence of this Agreement and every part of this Agreement, and no extension or variation of this Agreement shall operate as a waiver of this provision.

10. FACSIMILE AND COUNTERPARTS

10.1 This Agreement may be transmitted by facsimile or other electronic means of transmission and the reproduction of signatures by way of facsimile or such electronic means will be treated as though such reproductions were executed originals. This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

10.2 For greater certainty, this Agreement is only binding once executed by all Parties.

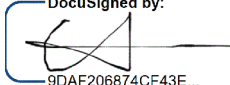
IN WITNESS WHEREOF the Parties have hereunto caused their respective hands and/or corporate seals to be affixed as attested to by the hands of their proper signing officers duly authorized in that regard.

Signature pages to follow, remainder of page intentionally blank.

2023-May-01

EXECUTED at Ottawa this ____ day of April 2023

NATIONAL CAPITAL COMMISSION

DocuSigned by:

9DAF206874CF43E...

Per: Véronique de Passillé

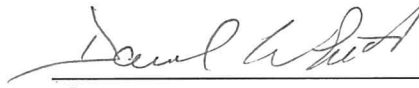
Acting, Chief Executive Officer

I have authority to bind the NCC

Signatures continue next page, remainder intentionally blank.

EXECUTED at Ottawa this 2nd day of ~~April~~ May 2023

THE CITY OF OTTAWA



Per: David White, City Solicitor

I/We have authority to bind the municipality

Per:

I/We have authority to bind the municipality

Signatures continue next page, remainder intentionally blank.

EXECUTED at Ottawa this 2nd day of May 2023

THE MECHANICSVILLE COMMUNITY
ASSOCIATION INC.

Lorrie Marlow
Per: Lorrie Marlow, President
I/We have authority to bind the corporation

Per:
I/We have authority to bind the corporation

Schedule A1
Official Plan and Scott Street Secondary Plan Amendments – Text

- i. Volume 1 of the Official Plan, is hereby amended by modifying Schedule B2 – Inner Urban Transect to re-designate Area A on Schedule A2 from ‘Greenspace’ to ‘Evolving Neighbourhood’;
- ii. Volume 1 of the Official Plan, is hereby further amended by modifying Schedule C12 – Urban Greenspace to remove the ‘Open Space’ designation from Area A on Schedule A3; and
- iii. Volume 2a, Urban Secondary Plans: 16. Scott Street Secondary Plan is hereby amended:
 - a. By adding a new policy in Section 4.0 Land Use Designations, Building Heights and Locations, as follows:

“4.7 Institutional - Embassies Designation

The Institutional - Embassies designation applies to those areas indicated on Schedule A - Land Use Plan. This designation is intended to permit the development of up to five principal buildings containing diplomatic missions and offices (limited to embassy uses). Parks and open space uses are permitted until redevelopment occurs. Through the development application process, the applicant shall demonstrate how the proposed development meets the applicable guidelines contained in the Scott Street Community Design Plan in addition to the following applicable policies:

Built Form

1. The maximum building height shall be three storeys.
2. Buildings should be oriented with main entrances facing Forward Avenue, Hinchey Avenue, or Burnside Avenue and windows facing streets and public space.
3. Building massing and site configuration should reflect and enhance

adjacent natural settings, open space networks, streets and the public realm, and urban patterns of built form and density.

Public Realm and Mobility

4. Development will provide for an improved connection for pedestrian and cyclists along Burnside Avenue to the intersection of Slidell Street and the Sir John A. MacDonald Parkway; and
5. Development will provide an improved intersection at Slidell Street and the Sir John A. MacDonald parkway for pedestrians, cyclists and vehicles.
6. Development will provide for a pathway connection between Forward Avenue and Hinchey Avenue, to be located generally along the shared lot line with the property municipally known as 89 Forward Avenue.
7. As a condition of development approval, the City may require enhanced streetscape measures along public streets.

Landscaping

8. Security fencing should not exceed 1.0 metre in height in a front yard or 2.0 metres in any other yard, unless exceptional security measures are a requirement of the embassy: and
 - a. Fencing should be minimized. A combination of low wall (below 0.5 metres) and fence is preferred.
 - b. Fencing may not be solid or opaque (other than a low wall and stone columns if they are part of the design).
9. A vegetative buffer within the rear yard setback abutting Sir John A. MacDonald Parkway will be encouraged.
10. Existing landscape features such as mature trees should be retained, except where removal is unavoidable for site remediation or construction, or where they are unhealthy or hazardous, and best efforts

shall be made to replace removed trees on the Subject Property.

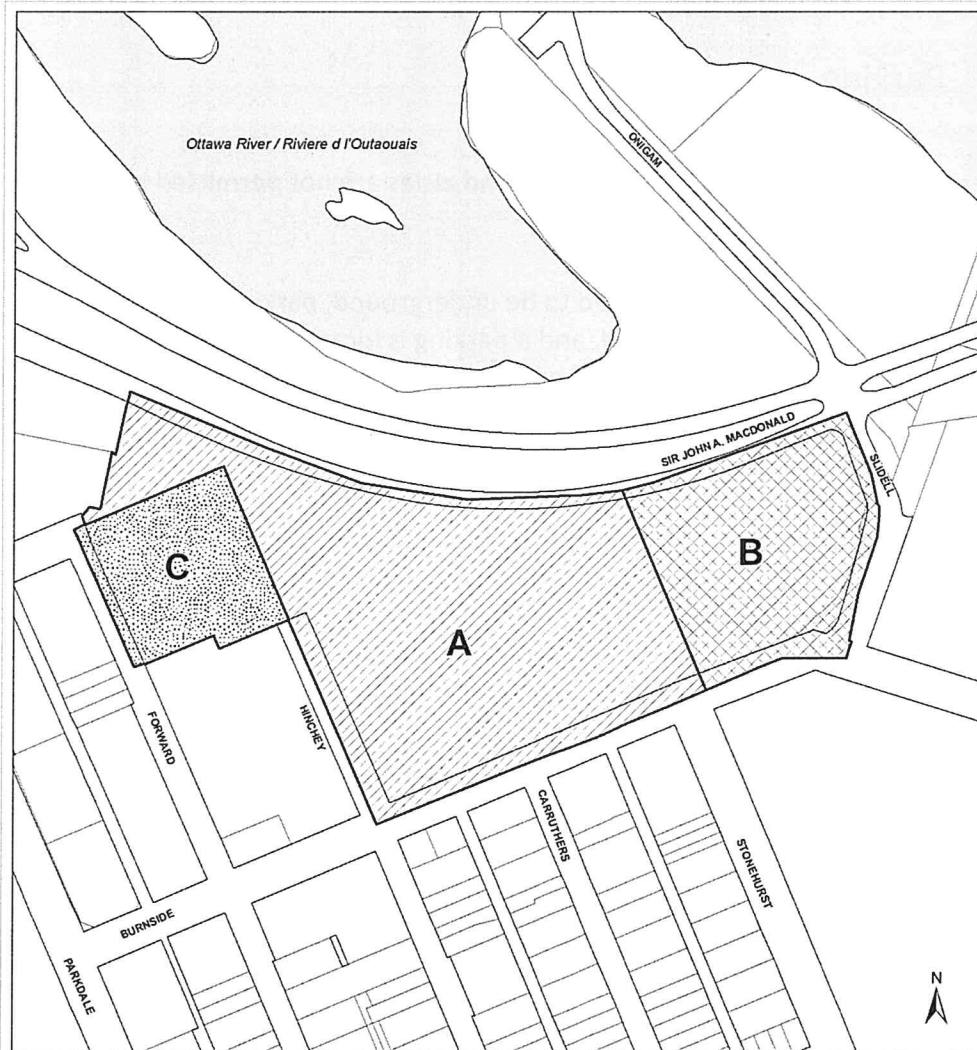
11. Rock outcrops should be preserved, where possible.
12. Development will provide a gateway to the community near Slidell Avenue and Burnside Avenue with a distinctive corner treatment.

Parking

13. Surface parking, driveways and aisles are not permitted between the building and the street.
 14. Parking is encouraged to be underground, parking at grade is to be sensitively screened, and if parking is located within a building above the first floor then it is to be integrated into the principal building and shall not be visible from outside of the building.
-
- b. By modifying Scott Street Secondary Plan, Schedule A – Designation Plan, to re-designate Area A on Schedule A4 from ‘Capital Greenspace’ to a new designation ‘Institutional – Embassies’

Schedule A2

Modifications to Official Plan, Vol. 1, Schedule B2



Prepared by Planning, Infrastructure and Economic Development Department,
Services de la planification, de l'infrastructure, des technologies et des solutions

Préparé par : Infrastructure, Services de planification et Développement économique
Analyse planificatrice, technologies et solutions

D01-01-19-0011 23-0346-A

\\GIS\Shared\GIS\Projects\2019\23-0346-A_Sch_A2_Maps\Map2.mxd

Revision:

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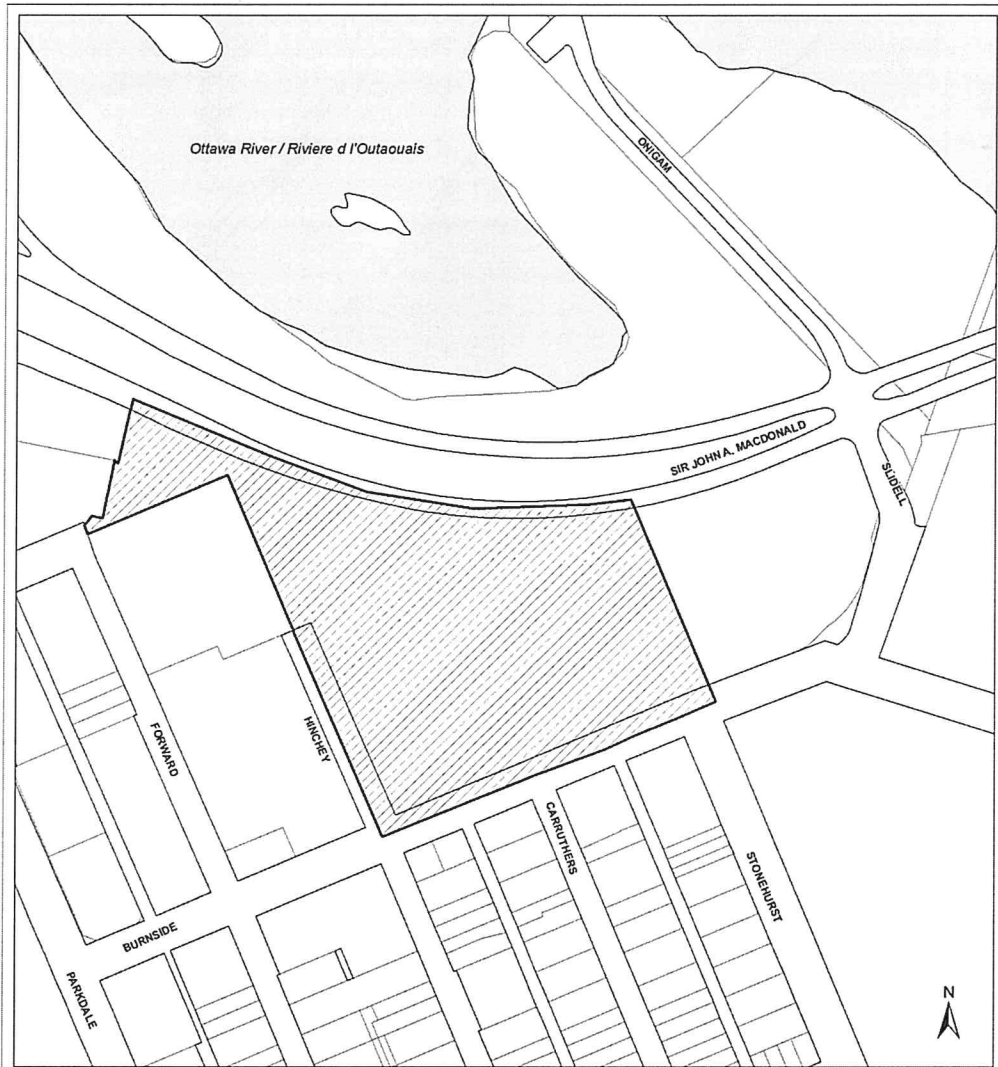
**SCHEDULE A2 to
AMENDMENT NO. X**
to the OFFICIAL PLAN
for the CITY OF OTTAWA
Amending Volume 1
Schedule A - Transect Policy Areas

**ANNEXE A2 de
L' AMENDEMENT No. X**
au PLAN OFFICIEL
de la VILLE D'OTTAWA
Modification du volume 1
Annexe A – Secteurs stratégiques du transect

- Area A to be redesignated from "Greenpace" to "Evolving Neighbourhood" / Secteur A sera modifié de "Espace vert" à "Quartier en évolution"
- Area B to remain designated as "Greenpace" / Secteur B restera désigné comme "Espace vert"
- Area C to remain designated as "Evolving Neighbourhood" / Secteur C restera désigné comme "Quartier en évolution"

Schedule A3

Modifications to Official Plan, Vol. 1, Schedule C12



Prepared by: Planning Infrastructure and Economic Development Department
 Services de la planification, de l'analyse stratégique, de la technologie et des solutions



Planifié par: Infrastructure et développement économique
 Analyse stratégique, technologie et solutions

D01-01-19-0011 23-0346-A

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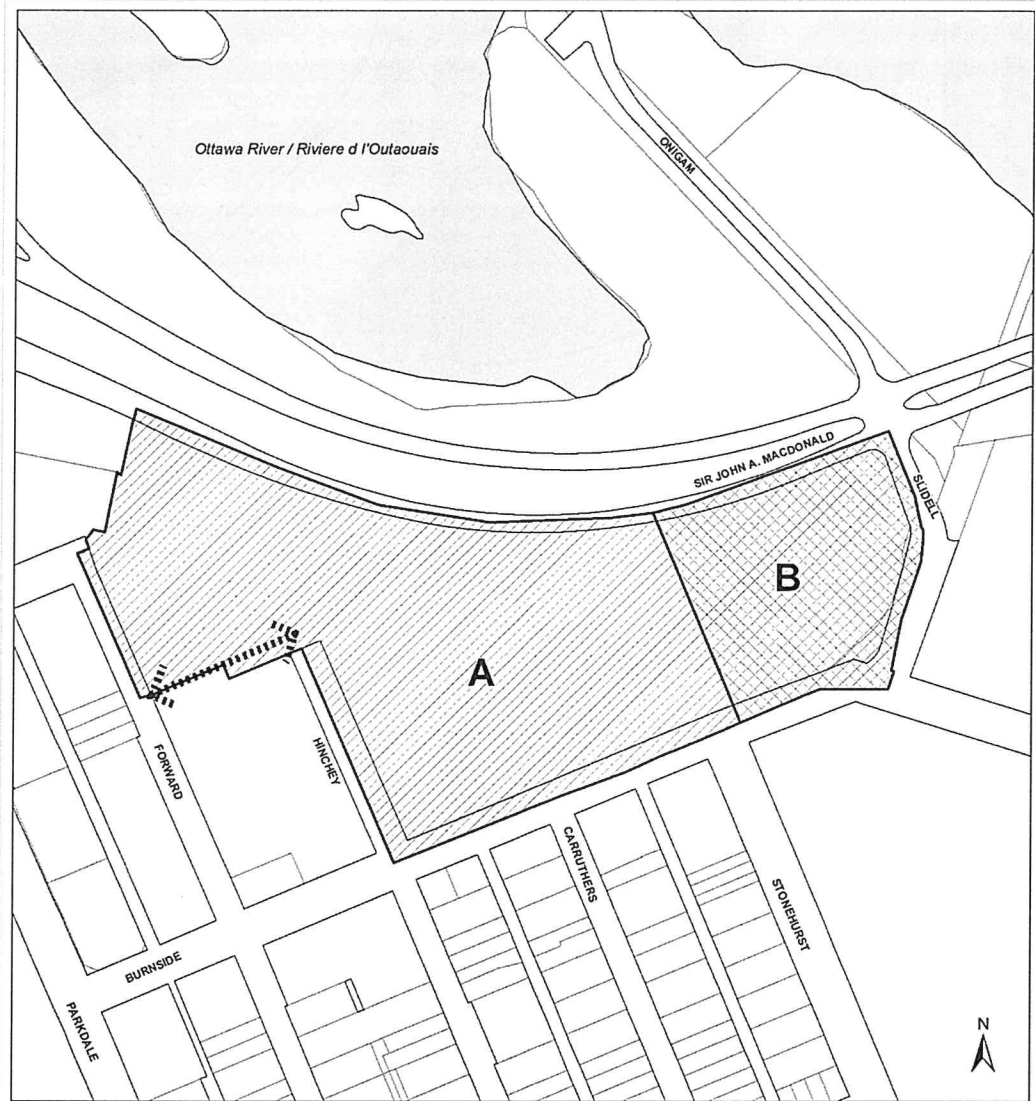
**SCHEDULE A3 to
 AMENDMENT NO. X**
 to the OFFICIAL PLAN
 for the CITY OF OTTAWA
 Amending Volume 1
 Schedule C12 - Urban Greenspace

**ANNEXE A3 de
 L' AMENDEMENT No. X**
 au PLAN OFFICIEL
 de la VILLE D'OTTAWA
 Modification du volume 1
 Annexe C12 - Réseau urbain d'espaces verts

 Lands to be removed from "Open Space" designation
 Terres à retirer de la désignation "Espace vert"

Schedule A4

Amendment to Official Plan Vol. 2A, Scott Street Secondary Plan, Schedule A



Prepared by: Planning, Infrastructure and Economic Development Department,
 Services de planification, de géographie, d'analyse technique et de solutions



Préparé par: l'Infrastructure et le développement économique,
 Analyse géographique, technologies et solutions

D01-01-19-0011 23-0346-A

11213-Shapefiles OPRM New OPRM 2 - Sir. JAM - MapA4.mxd

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**SCHEDULE A4 to
 AMENDMENT NO. X**
 to the OFFICIAL PLAN
 for the CITY OF OTTAWA

Amending Volume 2
 SCOTT STREET SECONDARY PLAN
 Schedule A - Designation Plan



Area A to be redesignated from "Capital Greenspace" to Institutional - Embassies" /
 Secteur A sera modifié de "Espace vert de la capitale" à "Institutionnel - Ambassades"



Area B to remain designated as "Capital Greenspace" /
 Secteur B restera désignée comme "Espace vert de la capitale"



Mid-block Connection to be added /
 Connexion à mi-îlot à ajouter

**ANNEXE A4 de
 L' AMENDEMENT No. X**
 au PLAN OFFICIEL
 de la VILLE D'OTTAWA

Modification du volume 2
 PLAN SECONDAIRE - RUE SCOTT
 Annexe A - Plan de désignation

Schedule B1 – Zoning By-law Amendment Text

Zoning By-law 2008-250 is hereby amended as follows:

1. Rezone the lands as shown in Schedule B2, as follows:
 - a. Area A from R5B H(37)-h to I1A[XXXX]-h
 - b. Area B from O1L [310]-h to I1A[XXXX]-h
 - c. Area C from O1L [310]-h to O1A

2. Add a new exception [XXXX] to Section 239, Urban Exceptions, to add provisions similar in effect to the following:
 - a. In Column II, Applicable Zoning, add the text, “I1A [XXXX]-h”
 - b. In Column III, Exception Provisions – Only the following land uses are permitted, add the following text:
 - i. Diplomatic Mission
 - ii. Office, limited to embassy uses
 - iii. Park
 - iv. Environmental Preserve and Education Area
 - v. Place of Assembly, accessory to a permitted use
 - c. In Column IV, Exception Provisions – Land Uses Prohibited, add the following text:
 - i. All uses other than Park and Environmental Preserve and Education Area and all buildings until the holding provision is

removed.

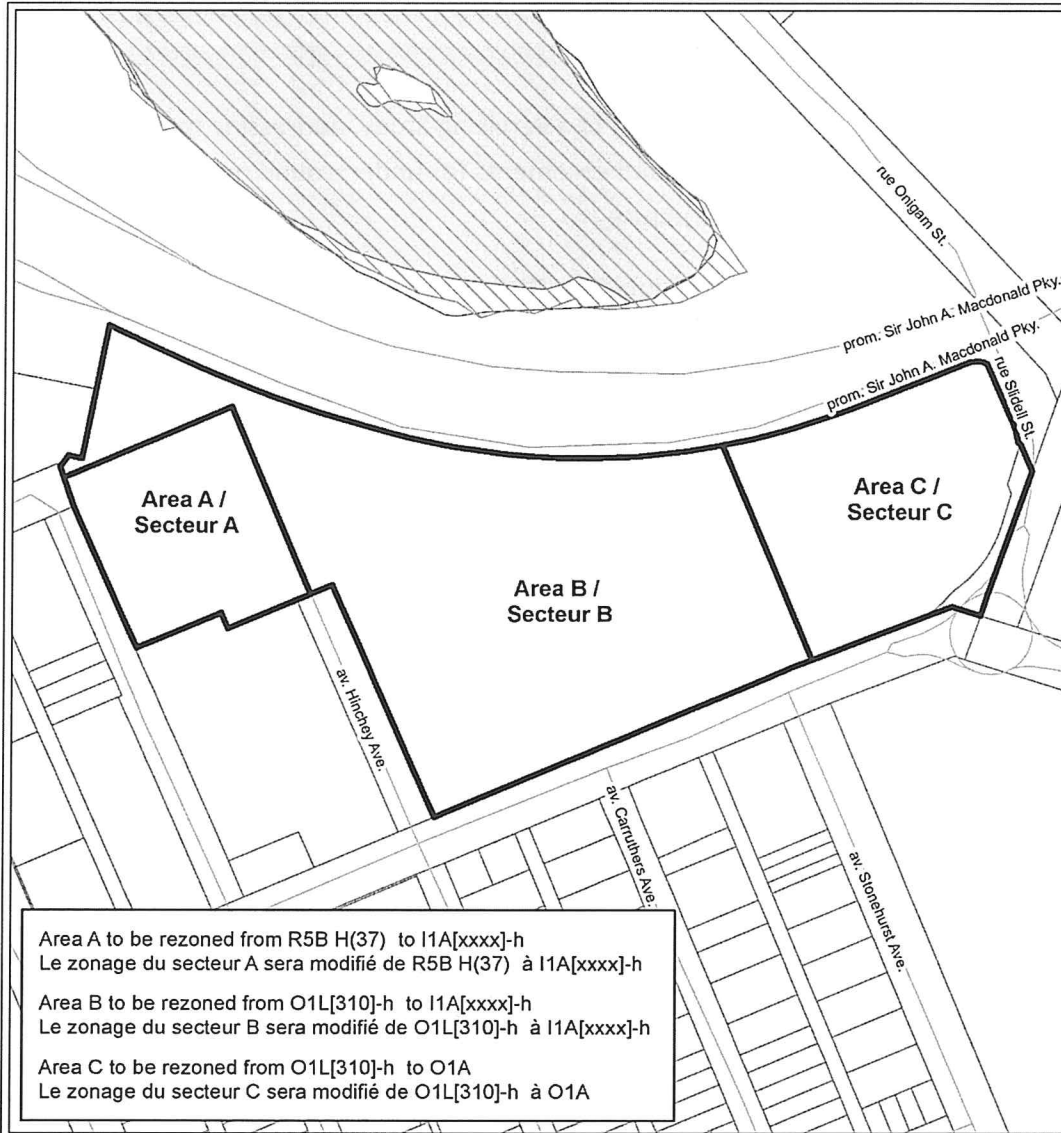
- d. In Column V, Exception Provisions – Provisions, add the following text:
- i. Maximum Setback from Forward Avenue, Hinchey Avenue and Burnside Avenue: 3m
 - ii. Minimum Rear Yard Setback: 15m for lots abutting the Sir John A. MacDonald Parkway
 - iii. The defined rear lot line shall abut the southern curb of the Sir John A. MacDonald Parkway for any lot abutting the Parkway.
 - iv. Minimum Interior Side Yard Setback: 6m
 - v. Maximum Driveway Width: 3.6m
 - vi. A maximum of five principal buildings are permitted;
 - vii. Section 109 (3) (b) does not apply to diplomatic missions or offices, limited to embassy uses.
 - viii. No person shall park any motor vehicle in the required or provided front yard, the required or provided corner side yard or the extension of a required and provided corner side yard into a rear yard.
 - ix. An amendment to this by-law to remove the holding provision, in part or in full, is permitted once an application for Site Plan Control under the Planning Act for the subject lands is approved, which addresses the following to the satisfaction of the General Manager of Planning, Real Estate and Economic Development:
 1. A Transportation Impact Assessment that includes:
 - a. a detailed design for sidewalks along Hinchey Avenue and Burnside Avenue, within the adjacent street frontages and connecting to the sidewalk at the intersection of Slidell Street and Burnside Avenue; and
 - b. an active transportation connection, which may

include use by pedestrians, from the north side of the intersection of Burnside Avenue and Slidell Street to the north side of the intersection of Slidell Street and the Sir John A. MacDonald Parkway.

2. The provision of a Servicing Study, addressing municipal servicing and easements for underground municipal infrastructure.
- x. Add the following provision after the holding symbol criteria:
- “Partial removal of the holding symbol may be considered to provide for phased development. The submission and approval of an application to lift the holding provisions on a phased basis may be considered provided the requirements for that development phase satisfy the requirements for the lifting of the holding zone specified above.”

Schedule B2

Zoning By-law Amendment Location Map



Area A to be rezoned from R5B H(37) to I1A[xxxx]-h
 Le zonage du secteur A sera modifié de R5B H(37) à I1A[xxxx]-h

Area B to be rezoned from O1L[310]-h to I1A[xxxx]-h
 Le zonage du secteur B sera modifié de O1L[310]-h à I1A[xxxx]-h

Area C to be rezoned from O1L[310]-h to O1A
 Le zonage du secteur C sera modifié de O1L[310]-h à O1A

		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE	
D02-02-19-0072	21-0970-X	1, 19 promenade Sir John A MacDonald Parkway	
I:\CO\2021\Zoning\Sir_John_A_MacDonald_1_19\...updated2023		Existing Flood Plain (Section 58) / Plaine inondable (Article 58)	
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers. All rights reserved. May not be produced without permission. THIS IS NOT A PLAN OF SURVEY.</small> <small>©Les données de parcelles appartiennent à Teranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE.</small>		Entire map area is affected by the Mature Neighbourhoods Overlay (section 139) / Tout le secteur de la carte est touché par la Zone sous-jacente de quartiers établis (article 139)	
REVISION / RÉVISION - 2023 / 04 / 20			