

Stonebridge Legal Agreement Reference Guide

Version: 1 | Date: September 28, 2020

While we have provided a reference guide in tabular form below to assist with your review and understanding of the legal agreements, for those looking for a summary of the legal documentation in a narrative form, please refer to the [Stonebridge Levy Report](#) prepared by City Staff for the October 6th FEDCO meeting recommending the approval of the Stonebridge Levy [[FEDCO Oct 6th agenda](#)]. You may find this report helpful as well.

Key elements of the solution presented to the community during the [SWG Community Meeting on Sep 30th, 2019](#).

What was communicated to the community?	Is this reflected in the legal agreement(s)? If so, where?	Anything else of significance to note?
Preservation of golf course lands as either golf course and/or passive green space	Yes - Tripartite, Two Party - Numerous clauses including Two Party 2.2 and whereas statements	
Control of the future of the golf course lands is with the community	Yes - Tripartite, Two Party - Numerous clauses including Two Party 3.2	
The community can acquire the golf course lands	Yes - Tripartite, Two Party - Numerous clauses including Two Party 3.2	
Mattamy continues golf course operations for a minimum of 10 years	Yes - Tripartite - - 2.2 (a)	Mattamy has committed to operating the golf course for 10 years, and no longer.
Community green space is assured for generations to come	Yes - Tripartite, Two Party - Numerous clauses including Two Party 2.2, see also discussion in the FEDCO Report (p. 6 and 7)	
Protection of wildlife established within our community	Yes - Tripartite - 2.2 (a)	

Key elements of the solution presented to the community during the [SWG Community Meeting on July 30th, 2019.](#)

What was communicated to the community?	Is this reflected in the legal agreement(s)? If so, where?	Anything else of significance to note?
Mattamy will professionally redesign the golf course to keep championship status as a Par 70 / 6000 yard course	Yes - Tripartite - 2.2 (a)	
Mattamy will maintain Audubon certification of the Golf Course	Yes - Tripartite - 2.2 (a)	
Mattamy agrees to continue operating the golf course to its current standards for a minimum of 10 years (2029)	Yes - Tripartite - 2.2 (a)	
In the event Mattamy decides to get out of the golf course business they will provide 2 years written notice	This concept has been replaced with a firm end date for the operation of the golf course - Tripartite - 2.2 (a), acts as Notice	Mattamy has indicated that they will not run the golf course past October 2029. The 2 years written notice is no longer required.
The Agreements provide the Stonebridge Community with the option to purchase the golf course lands, clubhouse, and maintenance facility for \$6M	Yes - Tripartite, Two Party - Numerous clauses including Tripartite 3.1 (b) and Two Party 3.2	The City will be the purchaser in the Tripartite Agreement of Purchase and Sale (a requirement to set up a Special Levy) using funds in the Stonebridge Levy Reserve; however, the SCA will have the opportunity to either purchase the lands (\$1) or enter into a long-term lease (\$1).
If purchased, the lands can ONLY be used as either: a. Golf course	Yes - Tripartite, Two Party - Numerous clauses including Tripartite 3.6 (a)	

b. Green space / Open space		
Mattamy agrees to only develop Phase 16 ~158 units	Yes - Tripartite - Numerous clauses including 2.1	The number of housing units was increased to 184 in December 2019 (within an acceptable range). Please refer to SCA/SWG statement from Jan 16, 2020
Mattamy agrees to develop Phase 16 with the same style of the existing homes in Stonebridge Community	Yes - Tripartite - 2.1 (b) and Schedule E	
Mattamy agrees to develop Phase 16 with the same restrictive covenants	Yes - Tripartite - 2.1 (b) and Schedule E	Schedule E contains the same covenants that are on title for the existing homes in the Stonebridge Community
Mattamy agrees that no additional housing development will occur other than Phase 16, unless the community decides to convert lands to green space or if the community ceases to use the land as a golf course and / or green space / open space	Yes - Tripartite - Numerous clauses	
In the event the Stonebridge Community decides to acquire the golf course lands and use them for green space, Mattamy retains the rights to develop a portion of the lands currently occupied by the clubhouse and maintenance area in accordance with Stonebridge community standards	Yes - Tripartite - 3.7 (a)	For a purchase price of one dollar (\$1) for the clubhouse and maintenance area land. A 20-metre wide pathway will be retained by the City at the most northwesterly boundary of the clubhouse land.
There will be no further development of any kind	Yes - Tripartite, Two Party - Numerous clauses including	

	Two Party - 2.2 and whereas statements	
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Key elements of the solution agreed to by a majority of Stonebridge residents (as part of the levy vote):

What was agreed to by the community?	Is this reflected in the legal agreement(s)? If so, where?	Anything else of significance to note?
Purchase the golf course lands, the clubhouse and maintenance facility for \$6M upon Mattamy ceasing to operate the golf course	Yes - Tripartite, Two Party - Numerous clauses including Tripartite 3.1 (b) and Two Party 3.2	The City will be the purchaser in the Tripartite Agreement of Purchase and Sale (a requirement to set up a Special Levy) using funds in the Stonebridge Levy Reserve; however, the SCA will have the opportunity to either purchase the lands (\$1) or enter into a long-term lease (\$1).
Only use the land for the operation of a golf course or convert it to green space in the event that operating the golf course is no longer financially viable.	Yes - Two Party - 2.2 and whereas statements	
If converted to green space, allow Mattamy to develop a portion of the clubhouse and maintenance area land as its final development in the community.	Yes - Tripartite - 3.7 (a)	For a purchase price of one dollar (\$1) for the clubhouse and maintenance area land. A 20-metre wide pathway will be retained by the City at the most northwesterly boundary of the clubhouse land.
The SCA will not oppose Mattamy's Phase 16 development application	Yes - Tripartite - 2.1 (c) and whereas statement	Individual residents maintain the legal right to object to the application

Key elements of the solution agreed to by the City of Ottawa

What was agreed to by The City of Ottawa?	Is this reflected in the legal agreement(s)? If so, where?	Anything else of significance to note?
Administer a special levy from 2021 to 2029 to raise \$7M to purchase the golf course lands	Yes - Two Party - Numerous clauses including 1.1(g) and 6.1	
On the date that Mattamy chooses to stop running the golf course the City will purchase the lands using the funds in the Stonebridge Levy account	Yes - Tripartite, Two Party - Numerous clauses including Tripartite Article 3 and Two Party 6.1	For the purchase price of \$6M. Mattamy has committed to operating the golf course for 10 years, until October 30, 2029, and no longer.
If the City owns the lands enter into a long-term lease with the Stonebridge community	Yes - Two Party - Numerous clauses including Tripartite whereas clause and Two Party 3.2 (b) and (d), 3.7	For an annual lease cost of one dollar (\$1).
If requested, transfer ownership of the lands to the SCA to operate the Stonebridge Golf Course	Yes - Tripartite, Two Party - Numerous clauses including Tripartite whereas clause and Two Party 3.2 (a) and (c)	For the purchase price of one dollar (\$1).
If requested, maintain the golf course lands as green space / open space (in a minimal way)	Yes - Two Party - Numerous clauses including 4.2, 4.3, 4.4, see also discussion in the FEDCO Report (p. 6, bottom)	The City has also included the possibility of running the golf course themselves, if the SCA provides notice that it will no longer run the golf course.
The funds collected by the Stonebridge Levy will be kept in a segregated account.	Yes - Two Party - 6.2	These funds will be held in the Stonebridge Levy Reserve account.
The Stonebridge Levy funds will only be used for the acquisition of the Stonebridge Golf Course and its operation as a golf course or open space / green space	Yes - Two Party - 6.1	

