

**SITE PLAN CONTROL APPLICATION
SITE PLAN APPROVAL REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 535 Legget Drive

File No.: D07-12-24-0123

Date of Application: October 9, 2024

This SITE PLAN CONTROL application submitted by Jeffrey Kelly, Novatech, on behalf of Wesley Clover International, is APPROVED upon resolution of the conditions stated in this report.

And the following plans are approved:

1. **General Site Plan – Projected**, A101P, prepared by Neuf Architect(e)s, dated 24.09.18, revision Q dated 2025 01 13.
2. **South Elevation – Projected**, A400P, prepared by Neuf Architect(e)s, dated 24.09.18, revision Q dated 2025 01 13.
3. **East Elevation – Projected**, A401P, prepared by Neuf Architect(e)s, dated 24.09.18, revision Q dated 2025 01 13.
4. **West Elevation – Projected**, A402P, prepared by Neuf Architect(e)s, dated 24.09.18, revision Q dated 2025 01 13.
5. **North Elevation – Projected**, A403P, prepared by Neuf Architect(e)s, dated 24.09.18, revision Q dated 2025 01 13.
6. **Tree Conservation Plan – 1 Existing Canopy Cover Information**, 124045-TCR1, prepared by Novatech, revision 6 dated JAN 14/25.
7. **Tree Conservation Plan – 2 Proposed & Retained Canopy Cover Information**, 124045-TCR1, prepared by Novatech, revision 6 dated JAN 14/25.
8. **Landscape Details**, 124045-L2, prepared by Novatech, revision 5 dated JAN 14/25.
9. **Grading Plan**, 124045-GR, prepared by Novatech, revision 3 dated JAN 15/25.

And as detailed in the following reports:

1. **Noise Impact Feasibility Report**, Consultant File No. 124045, prepared by Novatech, dated July 31, 2024.
2. **Phase I Environmental Site Assessment**, Report PE6661-1, prepared by Paterson Group, dated September 16, 2024.
3. **Phase II Environmental Site Assessment**, Report PE6661-2, prepared by Paterson Group, dated October 2, 2024.
4. **Reference: 535 Legget Drive Transportation Impact Assessment – Design Review Letter, Novatech File No.: 124045**, prepared by Novatech, dated October 7, 2024.

And subject to the following General and Special Conditions:

General Conditions

1. Prior Site Plan Agreements

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreements between Kanata Research Park Corporation and the Corporation of the City of Kanata, registered as Instrument No. LT1102067 on January 1, 1998, Instrument No. LT1137745 on July 28, 1998, and Instrument No. LT1246776 on November 24, 1999, are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule “E” hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

2. Lapsing of Approval

The Owner shall enter into this Site Plan Control Agreement and/or Letter of Undertaking, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and/or Letter of Undertaking, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

3. Update to Plans and Reports

The Owner acknowledges and agrees, prior to the preparation of the Site Plan Agreement or issuance of a Commence Work Notification, to update the list of required plans and studies listed below to address the comments from the formal review letter dated June 17, 2025, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Owner further acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and Building Services Department prior to preparation of the Site Plan Agreement or the issuance of a Commence Work Notification.

- i) Erosion and Sediment Control Plan
- ii) General Servicing Plan
- iii) Serviceability Report
- iv) Landscape Plan

4. **Barrier Curbs**

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Development and Building Services.

5. **Water Supply for Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

6. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

7. **Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Development and Building Services.

8. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

9. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Development and Building Services.

10. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager,

Planning, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

11. **Development Charges**

The Owner shall pay development charges to the City in accordance with the by-laws of the City. The Owner acknowledges and agrees that development charges are not required for the residential portion of the office-to-residential conversion as per Section 9 of the *Development Charges By-law*. The Owner further acknowledges and agrees that the education portion of applicable development charges still applies to the office-residential conversion.

Special Conditions

12. **Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Development and Building Services, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Development and Building Services, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Development and Building Services, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services.

13. **Notice on Title – On-site Parking**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease

agreements shall contain the following clauses, which shall be covenants running with the subject lands:

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the unit being sold/rented may not be provided with any on-site parking. Should the purchaser/lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The purchaser/lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa, cannot be guaranteed now or in the future; and that the purchaser/lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.”

“The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”

14. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Noise Impact Feasibility Report, referenced in Schedule “E” of this Agreement, as follows:

- (a) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (b) further to subsection (a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;
- (c) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Noise Impact Feasibility Report referenced in Schedule “E” hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the “Certification Letter”) stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

15. **Notice on Title – Noise Control Attenuation Measures**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

Type B – Increasing Roadway Traffic (all units)

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

Type C – Forced Air Heating System and Ducting (all units)

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the purchaser/lessee will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands."

Ending Paragraph

"The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."

16. Record of Site Condition

Prior to the issuance of any Commence Work Notification, building permit, or building occupancy, the Owner shall submit to the General Manager, Planning, Development and Building Services, and the Chief Building Official, a Record of Site Condition ("RSC") completed in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, O.Reg. 153/04 ("O.Reg. 153/04"), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and

Parks. The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with *O.Reg. 153/04*. The City may issue a Commence Work Notification or building permit on a phased basis to allow for site investigation and remediation activities if permitted by *O.Reg. 153/04* which shall be at the sole discretion of the General Manager, Planning, Development and Building Services, and the Chief Building Official.

17. **Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law No. 2025-94, as amended.

18. **Protection of City Sewers**

Prior to the issuance of a Commence Work Notification or building permit, whichever comes first, the Owner shall, at its expense, obtain a video inspection of the sanitary and storm sewer pipes within their property, identified as SAN57448 and STM67794 respectively on GeoOttawa, to determine the condition of the existing sewer system prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Development and Building Services.

19. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Development and Building Services, and all associated costs shall be the Owner's responsibility.

20. **Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Development and Building Services with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

21. **Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top stormwater inlet control devices, as recommended in the

approved Serviceability Report, referenced in Schedule “E” herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

22. **Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City’s boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to the issuance of a Commence Work Notification or building permit, whichever comes first, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for the Commence Work Notification or building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

23. **Occupancy Restriction to 50 Residential Units**

The Owner acknowledges and agrees that if their development at 535 Legget proceeds prior to the construction and commissioning of the new 300 mm diameter local watermain on Legget Drive, the occupancy of the proposed development will be limited to less than 50 residential units until the second water service for this site is connected to the new local watermain, to the satisfaction of the General Manager, Planning, Development and Building Services.

24. **Storm Sewer Easements and JUMA – 359 Terry Fox, 525 & 555 Legget Drive**

Prior to registration of this agreement, the Owner acknowledges and agrees to obtain the approval of the Committee of Adjustment to grant easement(s) as required for maintenance of the common elements over 359 Terry Fox Drive and 525 and 555 Legget Drive and must register a Joint Use and Maintenance Agreement, at the expense of the Owner, setting forth the obligations between the Owner. The Agreement shall set forth the joint use and maintenance of all common elements including, but not limited to common areas, common landscaping and shared storm infrastructure within 359 Terry Fox Drive, 525 and 555 Legget Drive, identified as Structure IDs MHST56512, MHST56511, MHST56505, MHST56506, MHST56507, MHST56508 & MHST56509 and Pipe IDs STM67814, STM67815, STM67805, STM67806, STM67807, STM67808 & STM67809 on GeoOttawa.

The Owner shall ensure that the Agreement is binding upon all the unit owners and successors on title and shall be to the satisfaction of the General Manager, Planning, Development and Building Service and City Legal Services, as well as a copy of the Agreement and written confirmation from City Legal Services that it has been registered on title.

25. **Storm Sewer Easement and JUMA – 525 Legget Drive**

Prior to registration of this agreement, the Owner acknowledges and agrees to obtain the approval of the Committee of Adjustment to grant an easement as required for maintenance of the common elements over 525 Legget Drive and must

register a Joint Use and Maintenance Agreement, at the expense of the Owner, setting forth the obligations between the Owner. The Agreement shall set forth the joint use and maintenance of all common elements including, but not limited to common areas, common landscaping and shared storm infrastructure within 525 Legget Drive, identified as Structure ID MHST56498 and Pipe IDs STM67795 & STM67796 on GeoOttawa.

The Owner shall ensure that the Agreement is binding upon all the unit owners and successors on title and shall be to the satisfaction of the General Manager, Planning, Development and Building Service and City Legal Services, as well as a copy of the Agreement and written confirmation from City Legal Services that it has been registered on title.

26. **Sanitary Sewer Easement over 525 Legget Drive**

Prior to registration of this agreement, the Owner acknowledges and agrees to register a sanitary sewer easement over 525 Legget Drive for the existing sanitary sewer identified as Pipe ID SAN57447 on GeoOttawa.

27. **Water Services Easement over 555 Legget Drive**

Prior to registration of this agreement, the Owner acknowledges and agrees to register a water service easement over 555 Legget Drive for the proposed water service and the existing water service identified as Pipe ID WAT24306 on GeoOttawa.

28. **Watermain Frontage Fees**

The Owner acknowledges and agrees that watermain frontage fees apply to this site and that they shall be required to pay the amount indicated in Schedule C of the Financial Schedule of the Site Plan Agreement, at the time of registration, to the satisfaction of the General Manager, Planning, Development and Building Services.

29. **Hydro Easement Clearance**

The Owner acknowledges and agrees to provide, prior to the Commence Work Notification or registration, whichever comes first, a clearance from the owner of the hydro easement over Part 6 on the 4R-16648, stating they have reviewed and agreed to the proposed servicing and landscaping works within their easement limits, to the satisfaction of the General Manager, Planning, Development and Building Services.

30. **Private Storm Sewer Connection to City Sewer System**

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site

development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or

- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Development and Building Services.

31. **Leak Survey**

The Owner acknowledges and agrees that the sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the private sanitary and storm sewer infrastructure (collectively the "private system") which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager and Infrastructure. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager and Infrastructure when such repairs have been completed.

32. **Use of Explosives and Pre-Blast Survey**

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

33. **Site Lighting Certificate**

- (a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a Commence Work Notification or building permit, whichever comes first, to provide the City with a certificate from an acceptable professional engineer,

licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:

- (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
 - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Development and Building Services, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

34. **Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's Legget Drive right-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees) and concrete pathways. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

35. **Waste Collection**

(a) Residential Units

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges. It is expressly acknowledged that this service may be amended or discontinued at the City's sole discretion, if in the City's opinion, access is not appropriate or due to policy/process changes within the operating department.

(b) Non-residential / Commercial Units

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

36. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 777.96 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
- (i) For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):
 - i. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.
 - (ii) For conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof:
 - ii. 2% of the gross land area (commercial & industrial uses).
 - (iii) Where land is developed for a mix of uses within a building, the conveyance requirement shall be the cumulative sum for each use, as calculated using the applicable rate prorated proportionally to the gross floor area allocated to each use;

Gross Land Area (GLA)	7,935 m ²		
Net gain in residential units	115 units		
Total Gross Floor Area (GFA)	16,339 m ² Residential: 15,939 m ² / Commercial: 400 m ²		
Proportion of GFA allocated to each use	Residential	2.45 %	
	Commercial	97.55%	
Development Type	Calculation	% of GFA allocated to use	Conveyance Requirement (m ²)
Residential > 18 units/net hectare	115 units @ 1 ha per 1000 net residential unit conveyance of land (1,150m ²), not to exceed 10% of the gross land area for sites< 5 ha .(793.5 m ²)	97.55%	774.07 m ²
Commercial	2% of Gross Land Area	2.45 %	3.88 m ²
Total Conveyance Requirement			777.96 m ²

37. **Cash-In-Lieu of Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 4 funds. The Owner shall also pay the parkland appraisal fee of \$850.00 plus H.S.T. of \$110.50, as referenced in Schedule "B" herein.

38. **Lot Line Adjustment**

Prior to the registration of the Agreement, the Owner acknowledges and agrees to provide a copy of the Certificate of Official issued by the Secretary-Treasurer of the Committee of Adjustment, or designate, confirming that the associated Consent application (D08-01-24/B-00245) has been duly registered.

39. **Notice on Title – School Accommodation**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The purchaser/lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community."

"The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."

40. **Bell Canada**

- (a) The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
- (b) The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or

easements at their own cost. Upon receipt of this comment letter, the Owner is to provide Bell Canada with servicing plans/CUP at their earliest convenience to circulations@bell.ca to confirm the provision of communication/telecommunication infrastructure needed to service the development.

- (c) The Owner acknowledges and agrees that it is the responsibility of the Owner to provide entrance/service duct(s) at their own cost from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner shall be required to pay for the extension of such network infrastructure.

July 23, 2025

Date



Kersten Nitsche
Manager (A), Development Review
West, Planning, Development and
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0123

SITE LOCATION

535 Legget Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject lands are located on the east side of Legget Drive, between Terry Fox Drive and Solandt Road, in the Kanata Research Park. The subject property is located on the east side of Legget Drive and has an area of approximately 7,936 square metres. The subject site is currently occupied by an 11-storey office building and associated surface parking. Vehicular access to the surface parking area is through the abutting sites, 525 and 555 Legget Drive. Surrounding uses are generally business park industrial and office uses. Immediately abutting the site is the Brookstreet Hotel and associated parking structure to the east, and the Nokia campus including office buildings and surface parking across Legget Drive to the west.

The proposed development involves converting the existing office building into a mixed use building with 115 residential units and 400 square metres of office space on the ground floor, including a new residential entry at the southwest corner, recladding, and the addition of juliet balconies. A total of 992 square metres of amenity spaces is provided, including an 847 square metre communal amenity space on the ground floor and an additional 145 square metres of private amenity space. A new connection to the Brookstreet Hotel will be available to residents for access to restaurants, spa, golf course, and meeting and event spaces.

The existing vehicular access from 555 Legget Drive will be retained, and a new vehicular access is proposed along Legget Drive to serve as the residential access to the site. A total of 108 vehicle parking spaces (85 residential and 23 visitor spaces) are provided in the existing surface parking area to the south of building. A total of 95 bicycle parking spaces are also provided; 89 spaces are located within the interior of the building, and six spaces are located outside, near the building entry.

Since the subject Site Plan Control application was submitted, an associated Consent for Severance application was submitted to the Committee of Adjustment (File No. D08-01-24/B-00245) to convey a portion of 535 Legget Drive to the abutting property owner to the northwest, known municipally as 555 Legget Drive. The application was granted by the Committee of Adjustment on January 24, 2025. Site Plan approval applies to the retained property only. A condition has been included in the approval to ensure that the

consent application has been finalized prior to the registration of the Site Plan Agreement.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	115

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment - D02-02-24-0058
- Consent for Severance - D08-01-24/B-00245

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development conforms to the applicable Official Plan policies, including those specific to the Kanata North Economic District.
- The proposed development is generally consistent with the Kanata North Economic District Urban Design Framework and Guidelines.
- The proposed development complies with all applicable provisions of the MC[3035] (Mixed-Use Centre zone, Urban Exception 3035) zoning.
- All technical issues have been resolved to the satisfaction of the City, through approved drawings or inclusion of conditions.
- Conditions of approval are included in this report to ensure the proposed development conforms with City policies and guidelines.
- The proposed development demonstrates appropriate site design and represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Comments

Councillor Cathy Curry indicated the following comments:

“I am absolutely thrilled to see the office-to-residential conversion in one of the buildings

right within Canada's Largest Technology Park. With many more plans to increase the number of people living in the Park, this project will be the quickest to get going. I am very pleased to see KRP properties leading the way to transition the Park from a business-only area to an Innovation District actually realizing the "live" part of the motto-- that the Special Economic District is a place where people "**Live**, Work, Play, Learn, Innovate and Invest!"

Response to Councillor Comments

Staff acknowledge the comments provided by Councillor Cathy Curry.

Public Comments

This application was not subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

Technical Agency/Public Body Comments

All technical agency correspondence was forwarded to the applicant, and the applicant was advised to address the provided comments directly with the technical agencies.

Advisory Committee Comments

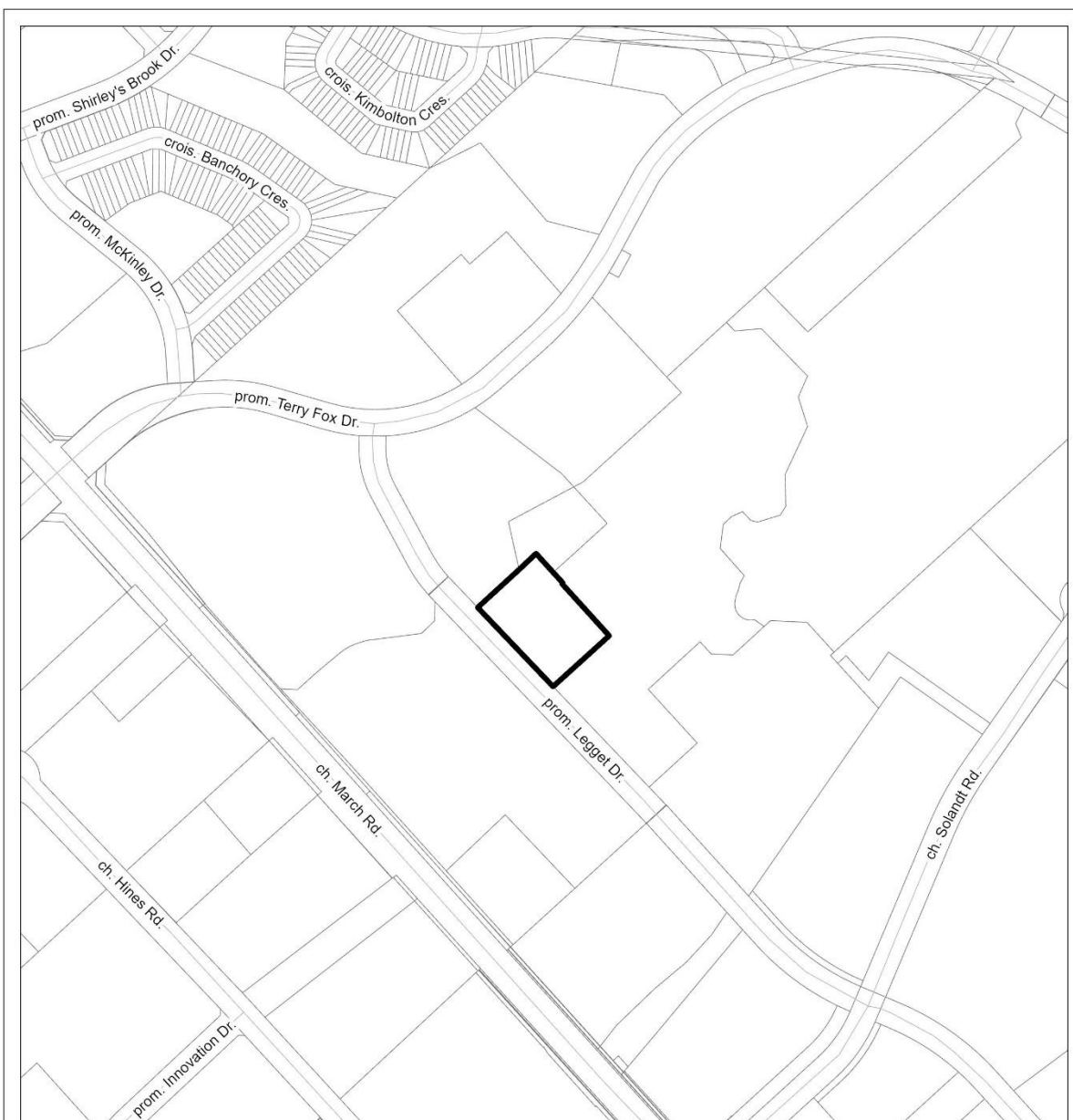
N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date.

Contact: Colette Gorni Tel: 613-580-2424, ext. 21239 or e-mail:
Colette.Gorni@ottawa.ca

Document 1 – Location Map



D07-12-24-0123

25-0771-G

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REVISION / RÉVISION - 2025 / 06 / 19

LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT



535 prom. Legget Dr.

