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Chebucto Community Council
September 11, 2011

TO: Chair and Members of Chebucto Community Council

SUBMITTED BY:

A handwritten signature in black ink, appearing to read "Kelly Denty".

Kelly Denty, A/Manager, Planning Services, Community Development

DATE: August 11, 2011

SUBJECT: **Case 16783 - Application by Clayton Developments Limited for a
Stage II Development Agreement for Block B and Block G, Washmill
Lake Drive, Halifax**

ORIGIN

- Stage I Agreement for Clayton Park West Phase 5 approved by Chebucto Community Council on January 4, 2010 and the conclusion of the appeal period on January 26, 2010 allowing consideration of the Stage II Development Agreement.
- Application by Clayton Developments for the Stage II Development Agreement for Block B of Clayton Park West Phase 5.

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. Approve, by resolution, the Stage II Development Agreement as shown in Attachment "A" of this report; and
2. Require that the Stage II Development Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

BACKGROUND

The Stage I development agreement for Clayton Park West Phase 5 was approved by Chebucto Community Council on January 4, 2010. The Stage I agreement allows for a mixed use development including multiple unit residential, townhouse, commercial, institutional and park uses. The Stage I Agreement divides the area into eight large blocks.

- Blocks A, B, C and D are to be developed for residential, commercial or institutional uses;
- Block G is to be deeded to the Municipality for park uses;
- Block F will remain under the ownership of Halifax Water and be used for water utility purposes; and,
- Block H will remain under the ownership of the Municipality and is not for development.

Proposal

The Block B proposal is for 4 multiple unit residential buildings each containing approximately 90 units. The entire development is not to exceed 400 units. A fifth building is also proposed which will contain the amenity space for the residential units. As required by the Stage I development agreement, the application also includes the park development for Block G, which once complete will be deeded to the Municipality as parkland.

Location and Site Particulars

The subject lands are vacant and tree covered and comprise 10.56 hectares in area. Both Block B and Block G front Washmill Lake Drive and are located near Highway 102. Surrounding uses include mixed commercial and residential uses in Clayton Park West Phase 4, water reservoirs belonging to Halifax Water, and transmission towers for CBC and CTV.

Designation and Zoning

The subject lands are designated Residential Environments under the Municipal Planning Strategy for Halifax and within Schedule K of the Land Use Bylaw for Halifax Mainland (Map 1). Development under Schedule K requires a Stage I and Stage II development agreement to be approved by Council. The Stage I development agreements provide a concept for development and include the layout of properties and the types of uses to be permitted. The Stage II agreements require more detailed plans and address the specific location and design of buildings and structures.

DISCUSSION

The proposal is to be considered against the requirements of the Stage I Development Agreement (Attachment B)

Density

The approved Stage I development agreement allows Block B to be developed for multiple unit residential buildings to a maximum of 400 units, town houses, commercial uses and institutional uses. The Stage I development agreement limits the overall density for Phase 5 at 30 persons per acre or a total of 1,866 people.

The proposed Stage II development agreement permits 4 multiple unit residential buildings, and a club house, to a maximum of 400 units and a density not exceeding 810 persons. The proposed 810 persons creates a density that is higher than 30 persons per acre on this site, however section 3.4.4 of the Stage I development agreement allows individual Blocks to exceed the total 30 persons per acre as long as the overall Phase does not exceed 1,866 persons. A density tracking sheet is required for each application for a Stage II agreement. The proposed Stage II agreement further requires a density tracking sheet with each application for a development permit.

Design

The Stage I development agreement outlines design requirements for buildings on each of the blocks. Buildings are limited to a maximum height of 12 storeys and the design must incorporate a variety of high quality building materials. Schedule C of the Stage I development agreement outlines design criteria that should be considered when reviewing a Stage II application. Schedule C requires that there be at least two breaks in the façade creating a lower and upper portion of the building. Beyond the design of the building, the Stage I development agreement requires surface parking to be located out of public view where possible, limits individual parking areas to 40-60 spaces, and requires landscaping buffers.

Each of the 4 proposed buildings will be developed with the same design and will be 11 full storeys with a 12th storey comprised of penthouses. The buildings have varied exterior materials, balconies and indents which break up their massing and provide visual interest.

The majority of the parking will be located underground. In areas where there is surface parking, landscaping is used to break up parking areas. Parking areas range from 6 spaces to 44 spaces.

Clubhouse

The proposed clubhouse is a smaller two storey building. The clubhouse will serve as the amenity space for the residents of each of the four residential buildings. The uses permitted in the clubhouse are quite broad. It may be used for a swimming pool, gym, library and common use purposes. However, it is important to note that the clubhouse is intended for only the residents of the four buildings. The clubhouse is not a commercial space and will not be open to the general public.

Subdivision of Block B

The proposed Stage II agreement includes a schedule showing a proposed subdivision of Block B. The agreement does not require that subdivision occur for the development to proceed. If subdivision were to take place it is important to note that the vehicular access from Washmill Lake Drive is in the form of a private driveway and will not be maintained by the Municipality as a public street. Frontage required for subdivision purposes would be from Washmill Lake Drive and not the private driveway.

Halifax Water Infrastructure

Halifax Water has agreed to provide a public sanitary main along the right side of the driveway from Washmill Lake Drive to approximately the club house and a public water main to the northern boundary of Block B. An easement will be placed over the land where this public infrastructure is located. All storm water infrastructure on the property will be privately owned and operated.

Block G - Parkland

As a requirement of this Stage II development agreement, Block G will be conveyed to the Municipality as parkland.

Section 3.5.4(b) of the Stage I development agreement requires that the Stage II development agreement for Block B include the development of the parkland on Block G and a secondary trail linking Block G to HRM parkland on Greenpark Close. The connection involves obtaining either a parcel or an easement over the rear portion of 247 Regency Park Drive. The proposed Stage II development agreement requires that rights to the rear of 247 Regency Park Drive be established before a development permit can be issued. Clayton Developments is currently in negotiations with the property owner of 247 Regency Park Drive to subdivide a parcel from the rear of the property so that it may be conveyed to the Municipality for parkland.

Conveyance of the parkland on Block G to the Municipality will be dependant on the construction of a 6 foot wide public trail that connects Washmill Lake Drive to Greenpark Close. The trail design and construction will be through consultation with HRM Parkland Planning staff.

Presence of acid-bearing slates

The subject area is known to contain sulphide bearing slates. Any disturbance to these slates during construction must be undertaken in accordance with the requirements of the Nova Scotia Department of Environment and Labour.

Radio Frequency Emission Issues

The subject property is located in close proximity to the CBC transmitter facilities on Geizer Hill. A letter from D.E.M. Allen & Associates LTD. was provided with the Stage II application confirming that the proposed development on Block B is in conformance with Health Canada's Safety Code 6.

Halifax Watershed Advisory Board

The application was presented to the Halifax Watershed Advisory Board on April 20, 2011. In the Board's report to Chebucto Community Council on the matter dated May 2, 2011, the following recommendations were made:

- That the slopes around swamps are maintained or returned to a vegetative state; and
- That the results of water monitoring tests be provided to the Board.

The proposed Stage II agreement requires the developer be responsible for reinstating all disturbed areas to an original condition or better. The water monitoring is a requirement of the province when dealing with the sulphide bearing slate. It will be the responsibility of the developer to ensure results of the monitoring are shared with the Board.

Legal Review

Consistent with Chebucto Community Council's motion of October 5, 2009, the proposed amending development agreement has been reviewed by HRM's legal services and its content has been approved.

BUDGET IMPLICATIONS

There are no budget implications. The developer will be responsible for all costs, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the agreement can be carried out within the approved budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation.

COMMUNITY ENGAGEMENT

Community engagement is not a required component of a Stage II application. However, the applicant has been required to advertise the application through a sign on the property and the application has been advertised on the Halifax Regional Municipality website.

ALTERNATIVES

1. Council may choose to approve the proposed development agreement as set out in Attachment A of this report. This is the recommended course of action.
2. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant.
3. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies and the Stage I development agreement. This alternative is not recommended as the proposal is consistent with the MPS and the Stage I agreement.

ATTACHMENTS

Map 1: Zoning Map
Attachment A: Proposed Stage II Development Agreement

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by : Jillian MacLellan, Planner 490-4423, Community Development

Attachment A:
Proposed Stage II Development Agreement

THIS AGREEMENT made this day of , 20 ,

BETWEEN:

[Insert Name of Corporation/Business LTD.]
a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at PID **[Insert PID #s]**, Washmill Lake Drive, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Chebucto Community Council of the Halifax Regional Municipality approved an application by the Developer to enter into a Stage I Development Agreement to allow for a mixed use development (Clayton Park West Phase 5) on January 4, 2010 (Municipal Case 01304) on the Lands, which said Development Agreement was registered at the Halifax County Land Registration Office as Document Number 95611076 (hereinafter called the "Existing Stage I Agreement");

AND WHEREAS the Developer has requested that the Municipality enter into a Stage II Development Agreement to allow for the development of Block B for 4 multiple unit buildings and a club house and the development of Block G for a public trail on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to the Existing Stage I Agreement;

AND WHEREAS the Chebucto Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 16783; THEREFORE, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.2 Applicability of Land Use By-law and Subdivision By-law

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Halifax Mainland and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

1.6 Provisions Severable

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

2.2 Definitions Specific to this Agreement

The following words used in this Agreement shall be defined as follows:

- (a) Club House: means a building that provides private recreation amenity space, such as but not limited to an indoor pool, common area, gym, library, ballroom and spa.
- (b) Multiple Unit Site: means a site designed for a multiple unit residential building.
- (c) Multiple Unit Building Site Driveway: means a driveway providing access to a multiple unit dwelling from the Private Shared Driveway.
- (d) Open Space Uses: means landscaped open areas and space suitable for passive recreation including but not limited to tennis courts and community gardens.
- (e) Private Shared Driveway: means a driveway that is not a public street and has not been accepted nor is maintained by the Municipality or the Province.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 16783:

Schedule A	Legal Description of the Lands
Schedule B	Site Development Plan
Schedule C	Landscape Plan
Schedule D	Front Elevation
Schedule E	Right/Left Elevation
Schedule F	Rear Elevation
Schedule G	Club House Elevations
Schedule H	Trail Development Plan
Schedule I	Subdivision Plan

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer:

- (a) An easement or a deed into the Municipality for a parcel of land at the rear of Block Z to accommodate a public trail linking Block G and the HRM Parkland on Greenpark Close as required by the Stage I and Stage II Agreement for 247 Regency Park Drive.

3.2.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to Schedule C and Section 3.8;
- (b) The conveyance of Block G to the Municipality in conformance with Section 3.9; and,
- (c) Confirmation of the completion of the construction and commissioning of a water booster station and water transmission main to Halifax Water's Design and Construction Specifications.

3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the

Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

- 3.2.4 Notwithstanding Section 3.2.3, subdivision approval is not required prior to the issuance of a Construction Permit or Occupancy Permit.

3.3 General Description of Land Use

- 3.3.1 The uses of the Lands permitted by this Agreement are the following:

(a) Block B:

- (i) Four (4) multiple unit dwellings, each containing approximately ninety (90) units. The development shall not exceed four hundred (400) units in total;
- (ii) A club house accessory to the multiple unit dwellings which shall be used exclusively by the residents of Block B;
- (iii) Open Space Uses; and
- (iv) Accessory Buildings.

(b) Block G:

- (i) Public trail;
- (ii) Open Space Uses; and
- (iii) Accessory Buildings.

- 3.3.2 The density for Block B shall not exceed 810 people. Density shall be calculated in accordance with Section 3.4 of the Stage I Agreement for Clayton Park West Phase 5.

3.4 Siting and Architectural Requirements

3.4.1 Multiple Unit Dwellings and Club House

- (a) The multiple unit dwellings and club house shall be in conformance with Schedules B through G of this agreement.
- (b) The Development Officer may approve modifications to the architecture, exterior materials and colour of the buildings, provided such modifications meet the requirement of Schedule C of the existing Stage I agreement.

3.4.2 Accessory Buildings shall:

- (a) Not exceed 15 feet in height; and

- (b) be located near the proposed community gardens and tennis courts and shall not be located along the Private Shared Driveway between Washmill Lake Road and the Club House.

3.4.3 No development shall be permitted within the tree protection zone as shown on Schedule C.

3.5 SUBDIVISION OF THE LANDS

Block B may be subdivided Subdivision in accordance with the Subdivision Plan as illustrated on Schedule I and the Development Officer may grant subdivision approval subject to and in accordance with the Regional Subdivision Bylaw and the following terms and conditions:

- 3.5.1 The Private Shared Driveway shall be located entirely on one lot with at least one multiple unit building. No property lines shall run through the Private Driveway. Easements in favour of the remaining multiple unit buildings on separate lots must be granted over the Private Shared Driveway. An easement in favour of the remaining multiple unit buildings shall be defined on every plan of survey and must demonstrate the abilities of all blocks to use the private driveway for access. The Developer agrees to create and convey the appropriate access easements at the time of subdivision approval.
- 3.5.2 The club house shall be located on a lot with at least one of the four multiple unit buildings.

3.6 PARKING, CIRCULATION AND ACCESS

- 3.6.1 The parking areas shall be as shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on the plan.
- 3.6.2 The parking area shall be finished with a hard surface.
- 3.6.3 The limits of the parking area shall be defined by fencing or landscaping or curb.
- 3.6.4 No more than one access off Washmill Lake Extension shall be permitted for Block B as shown on Schedules B, C, H and I
- 3.6.5 The Shared Private Driveway shall be under private ownership and all maintenance is the responsibility of the owner.

3.7 OUTDOOR LIGHTING

- 3.7.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

- 3.7.2 Lighting on the Common Shared Private Driveways shall be directed away from residential buildings and shall use a full cut-off design. Proposed lighting shall be shown on the site plan and building drawings prior to the issuance of a building permit. All lighting shall be installed prior to the issuance of an occupancy permit.

3.8 LANDSCAPING

- 3.8.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.8.2 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.8.3 Prior to issuance of any Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.8.4 Notwithstanding Section 3.8.3 the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 PARK DEDICATION (BLOCK G)

- 3.9.1 Block G shall be conveyed to the Municipality for Parkland Dedication prior to issuance of the first Occupancy Permit. Prior to the conveyance of Block G, the Developer shall construct a 6 foot wide public trail connecting Washmill Lake Rd and Greenpark Close as

approved by the Development Officer in consultation with the Parkland Planner, as generally shown on Schedule H.

- 3.9.2 Prior to construction, the Developer shall provide a Park Site Development Plan for the trail for approval by the Development Officer in consultation with the Parkland Planner.
- 3.9.3 The Developer shall design and construct a wooden bridge. The design shall be reviewed and approved by HRM Parkland Planning prior to its construction and included in the Park Site Development Plan.
- 3.9.4 Notwithstanding Section 3.9.1 the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the public trail and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the public trail. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules and the Park Site Development Plan. If the Developer does not complete the public trail within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the public trail as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.10 MAINTENANCE

- 3.10.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and private driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.10.2 All disturbed areas shall be reinstated to original condition or better.

3.11 TEMPORARY CONSTRUCTION BUILDING

- 3.11.1 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the Occupancy Permit for the last multiple unit building.

3.12 SCREENING

- 3.12.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Private Driveway and Washmill Lake Drive and HRM Parkland. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.3 Mechanical equipment shall be permitted on the roof provided the equipment is incorporated in to the architectural treatments and roof structure.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy HRM's Municipal Design Guidelines and the latest edition of Halifax Water's Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

4.2 Off-Site Disturbance

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.3 Solid Waste Facilities

The multiple unit building shall include designated space for five stream (garbage, recycling, paper, cardboard and organics) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

5.1.1 Prior to the commencement of any site work on the Lands for construction of streets and services, including grade alteration or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared, stamped and certified by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared, stamped and certified by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and,
- (c) Submit to the Development Officer a detailed Subdivision Grading Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate stormwater management system. The Subdivision Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

5.2 Stormwater Management System

5.2.1 The Developer agrees to construct at his own expense the Stormwater Management System pursuant to Subsection 5.1(c). The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.

5.3 Failure to Conform to Plans

5.3.1 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

5.4 Presence of acid-bearing slates

- 5.4.1 Where the development of the Lands, including parkland involves the disturbance of potentially sulphide bearing material (Halifax Slates), Nova Scotia Environment will require an initial screening of the bedrock on the site to be performed in accordance with the sulphite bearing material disposal regulations.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) The granting of an extension to the date of commencement of construction as identified in Section 6.3.1 of this Agreement; and,
- (b) The length of time for the completion of the development as identified in Section 6.5.1 of this Agreement.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within 3 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Construction Permit
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.1(a), if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

- 7.4.1 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement; or
 - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Halifax Mainland as may be amended from time to time.
- 7.4.2 For the purposes of this section, completion of development means the issuance of the final occupancy permit.
- 7.4.3 If the Developer fails to complete the development after 5 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 14 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED

in the presence of:

=====

SEALED, DELIVERED AND

ATTESTED to by the proper signing officers of Halifax Regional Municipality, duly authorized in that behalf, in the presence of:

(Insert Registered Owner Name)

Per: _____

Per: _____
=====

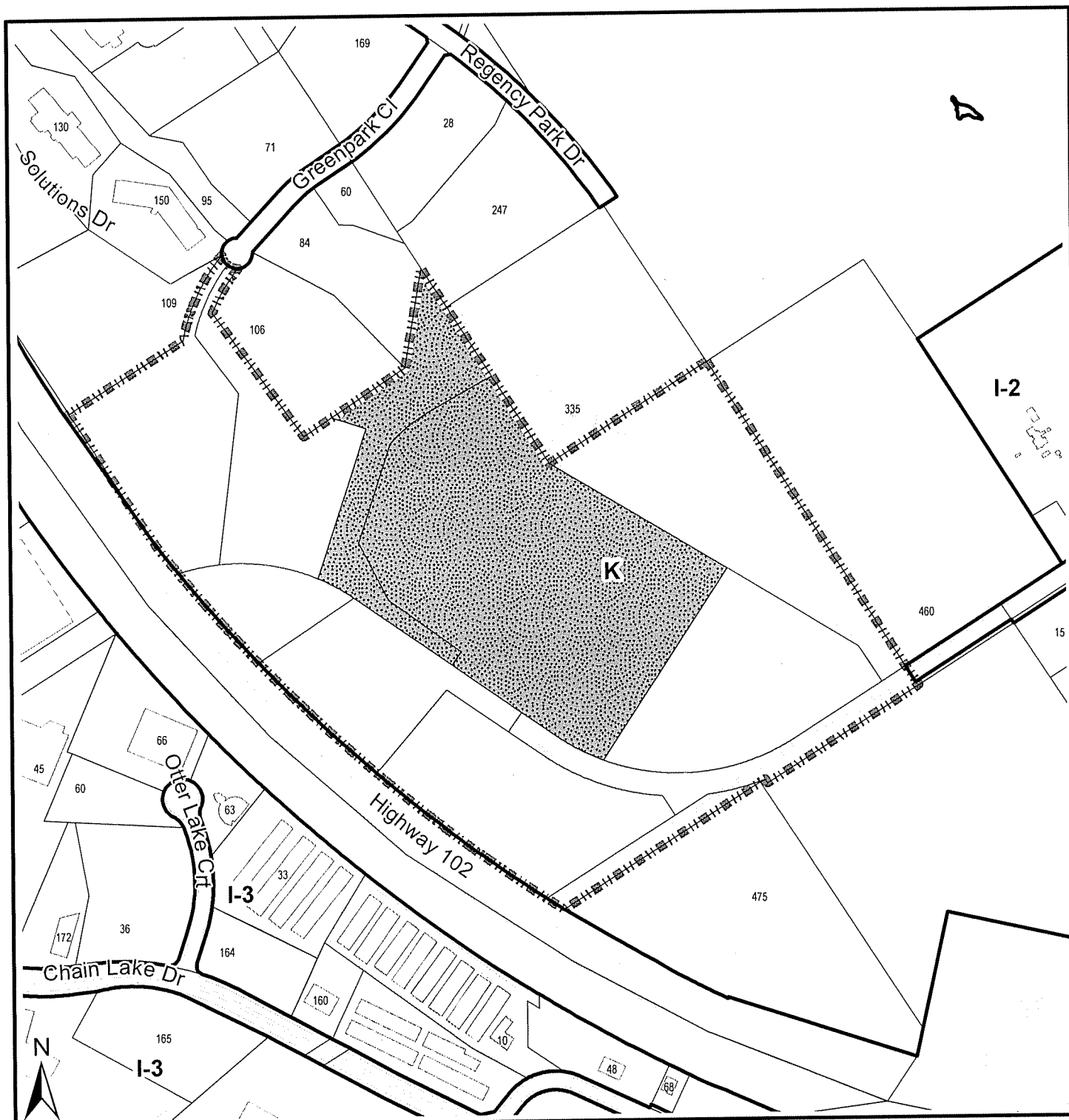
**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____

Mayor

Per: _____

Municipal Clerk



Map 1 - Location and Zoning

Washmill Lake Drive
Halifax



Subject area



Extent of Stage 1
development agreement
(Case 01304)

Halifax Mainland
Land Use By-Law Area

Zone

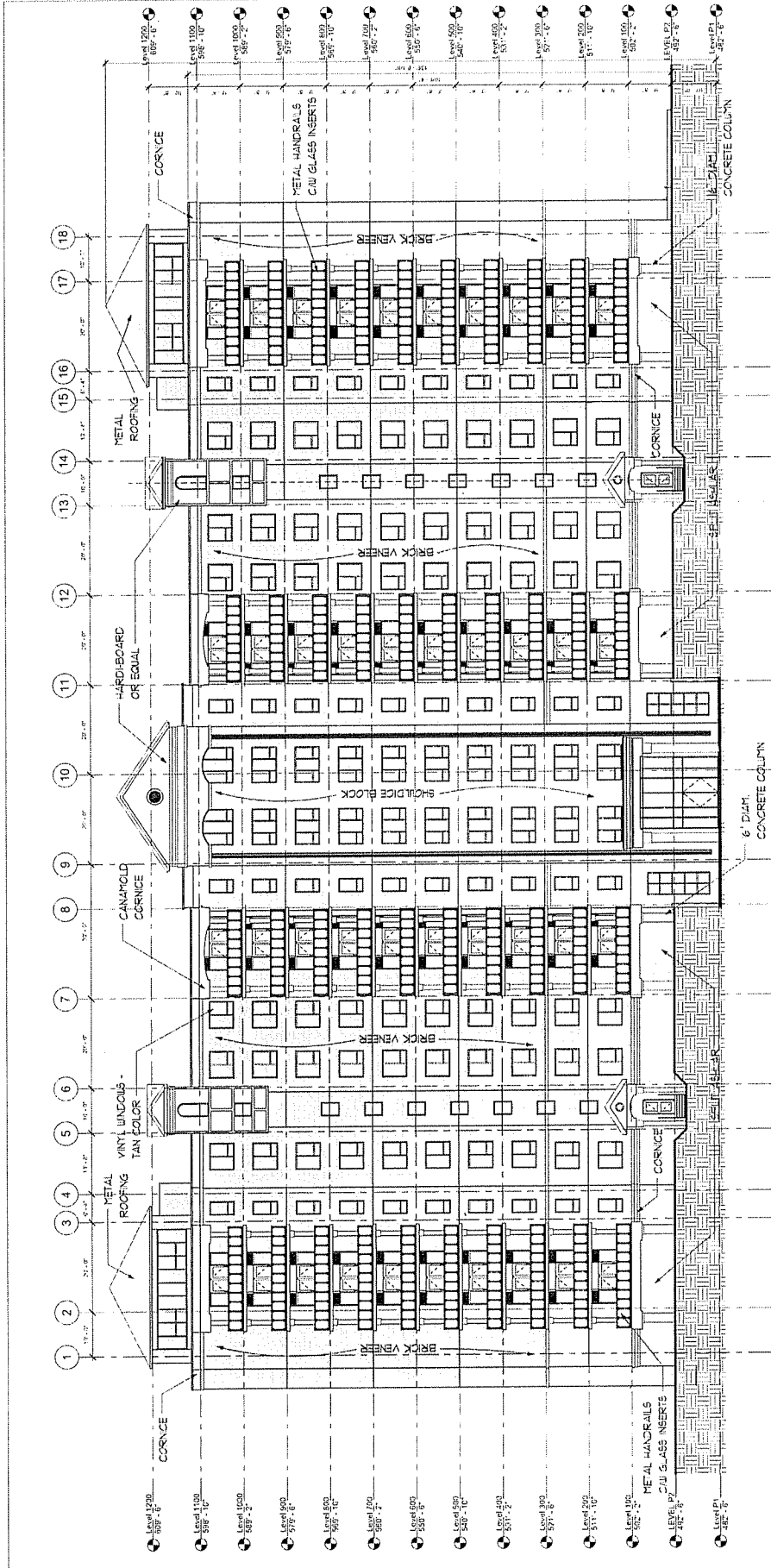
I-2 Radio Transmitter
I-3 General Industrial
K Schedule K

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES

0 30 60 90 120 m

This map is an unofficial reproduction of
a portion of the Zoning Map for the plan
area indicated

HRM does not guarantee the accuracy
of any representation on this plan



1. FROM ELEVATION
3/20' = 1/8"

WM FARES GROUP
ARCHITECTS INCORPORATED

1000 N. 1st St.
Suite 100
Phoenix, AZ 85004
Tel: 602.254.1100
Fax: 602.254.1101
www.wmfares.com

ELEVATIONS - SHEET 1

DATE: 10/27/2010
DRAWN BY: VML
CHECKED BY: RM
PROJECT: 2010-22

A7

The Panorama

Project: 2010-22

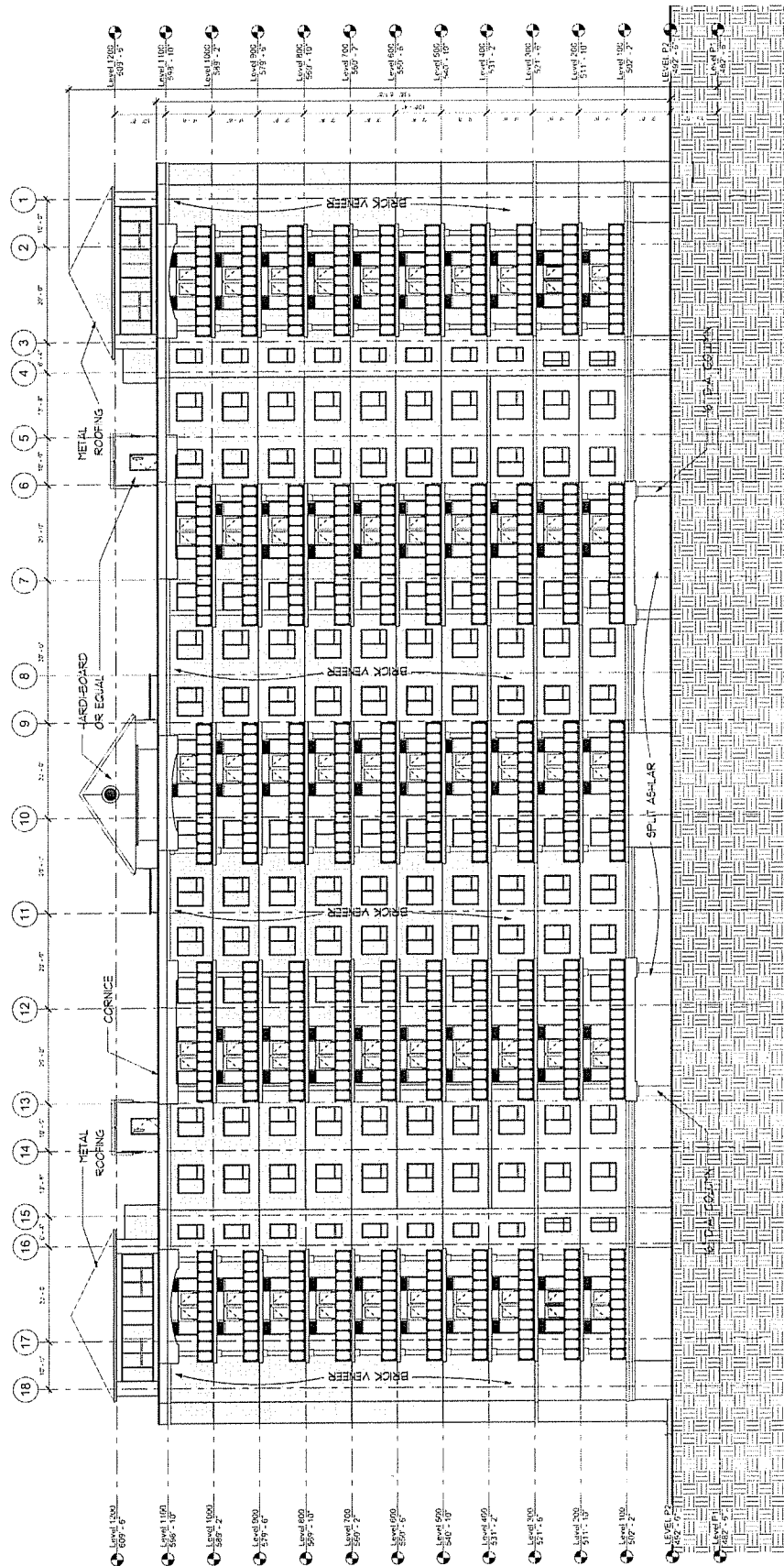
Architect: WM FARES GROUP

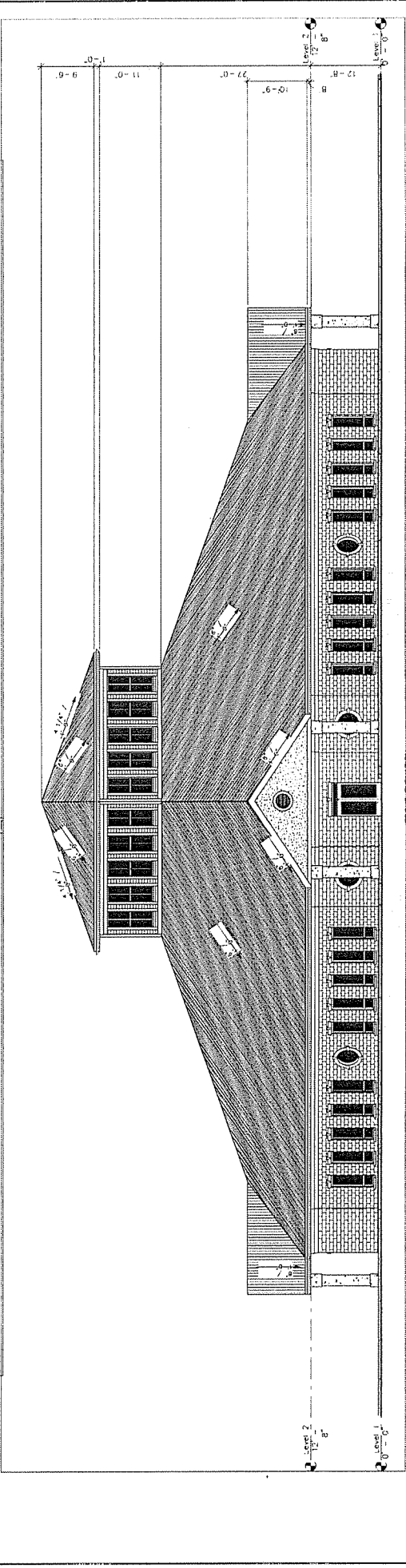
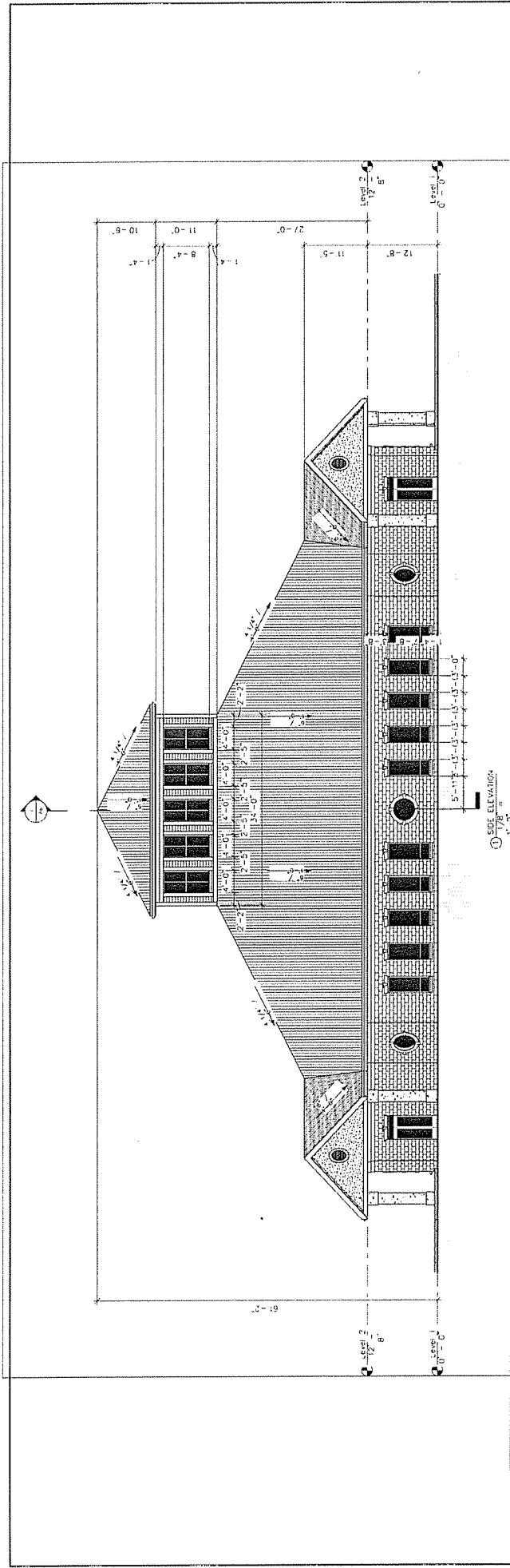
Client: Pearl Apartments
Hill Top, Road 2000

DESCRIPTION

1. FROM ELEVATION
3/20' = 1/8"

Design Notes:
1. All dimensions are given in feet and inches. Round up to the next inch.
2. All materials are to be of the highest quality and to meet the requirements of the local building code.
3. All materials are to be of the highest quality and to meet the requirements of the local building code.
4. All materials are to be of the highest quality and to meet the requirements of the local building code.
5. All materials are to be of the highest quality and to meet the requirements of the local building code.

[illegible]



THE PANORAMA "CLUBHOUSE" - REC. CENTER DEVELOPER: PETER GANWIGUS HALIFAX, NOVA SCOTIA		WVVC		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: [Signature]		DATE: 11/10/2020 BY: 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Schedule H

