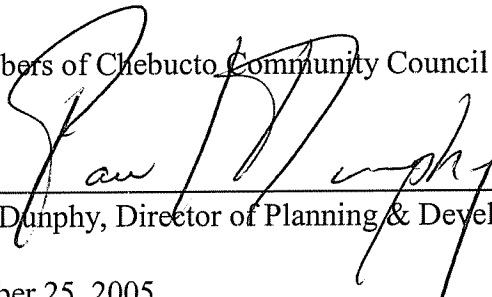


Chebucto Community Council
November 7, 2005

To: Members of Chebucto Community Council

Submitted by: 
Paul Dunphy, Director of Planning & Development Services

Date: October 25, 2005

Subject: Case 00816: Application for Stage II Development Agreement to permit a 145 Unit Apartment Building at Block "Z", Regency Park Drive, Halifax

ORIGIN:

Request by Clayton Developments Limited on behalf of S. Hantias, to enter into a Stage II development agreement for Block "Z", Regency Park Drive, Clayton Park West, to permit a 145 unit multiple dwelling building.

RECOMMENDATION:

It is recommended that Chebucto Community Council:

1. Approve the Stage II development agreement, included as Attachment A of this report, to permit a 145 unit multiple dwelling building at Block "Z" Regency Park Drive, Clayton Park West.
2. Approve amendments to the amending Stage II development agreement, included as Attachment B of this report, to permit a re-subdivision of Block "X", Regency Park Drive, Halifax.
3. Require that the development agreements be signed and delivered within 120 days, or any extension thereof granted by Community Council on request of the applicant, from the date of final approval by Community Council and any other bodies as necessary, whichever is later, otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND:

- Block “Z”, Regency Park Drive, is a vacant parcel located at the southwest end of the completed portion of Regency Park Drive (see Map 1). Clayton Developments Limited completed the extension of Regency Park Drive from the former termination point at Greenpark Close in the summer of 2005.
- On December 6, 2004, Chebucto Community Council approved amendments to the Stage I Development Agreement for Clayton Park West, Phase IV to include Block “Z” and to permit the development of one or two multiple building containing 145 dwelling units.
- The developer wishes to proceed with construction of one building which would be setback approximately 100 feet from Regency Park Drive and 85 feet from the adjacent multiple building on Block “X” to the north. The lands to the south of the subject property are owned by CJCH Limited and contain a major radio transmission tower. The Mainland Common is located on the lands to the east.

The Proposal:

Clayton Developments Limited, on behalf of S. Hantias, has applied for Stage II development agreement to construct a ten storey, multiple building containing 145 dwelling units on Block “Z”, Regency Park Drive (see Attachment A).

Stage I Agreement:

- The Stage I agreement outlines a number of conditions for a Stage II agreement including measures for planning and design controls, landscaping, minimizing radio-frequency impacts and environmental protection.
- The only use permitted on Block Z, Regency Park Drive is one or two multiple buildings with a maximum height of twelve storeys, up to a total of 145 dwelling units.

DISCUSSION:

The proposal meets the requirements set out in the Stage I development agreement subject to the terms and conditions of the Stage II development agreement attached to this report. The details of the proposal are as follows:

- A ten storey, 145 dwelling unit multiple building with two (2) levels of underground parking and a mechanical penthouse that occupies no more than ten (10) percent of the total roof area is proposed.
- The proposed building is set back a similar distance to other buildings in the area. The developer proposes extensive balconies made of aluminum and glazing that will adorn each unit. A mixture of materials including concrete blocks, Hardi-plank siding and masonry brick will be used to soften the appearance of the building (see Section 3.3).

- A minimum of 145 parking spaces will be provided on site with forty-six (46) parking spaces provided above ground between the proposed building and Regency Park Drive. A minimum of 99 parking spaces will be provided in the underground parking area (see Section 3.4). Access to the underground parking area is shown at the north end of the proposed building.
- Extensive landscaping will be provided on the site including a landscape feature and numerous trees and shrubs. Vegetation will be retained on the southwest (rear) and southeast sides of the building as shown on the site plan (see Attachment A, Schedule B). A linear multi-use trail will be located along the west property boundary to connect with HRM owned parkland located south of the site.
- Section 3.4 of the attached agreement outlines the requirements for parking, access/egress, and vehicular circulation on the site.
- Section 2C.3.3 of the Stage I agreement requires the Developer to submit a report that examines issues related to the impacts of the adjacent radio towers and their radio-frequency (RF) levels on the development. Although the report provided explains that Health Canada Safety Code 6 is not an issue for the site, signal blockages and overloading interference could occur.
- The Developer submitted a letter during the Stage I process stating that a survey of residents in the area did not report problems of this sort, however, the area surveyed is further from the towers than the subject site. Therefore, Sections 3.3.4 and 3.3.6 of the attached Stage II agreement provides for construction of the building using materials that will mitigate the effects of radio frequency interference, along with the following advisory to future building occupants to be included in all purchase and sale, lease, and rental agreements:
“The purchaser/lessee/renter acknowledges and agrees that he or she has been informed that the purchaser/lessee/renter is acquiring a dwelling that may be subject to the impacts of being within the radio frequency overload contours from both the CHUM and CBC transmission towers. Those impacts may include television ghosting problems and electrical/electronic device interference.”
- Landscaping requirements are set out in Section 3.5 of the development agreement. Street trees will be planted along Regency Park Drive, traffic islands will be curbed and sodded, and parking areas will be screened from the street.
- Section 3.5.8 describes the requirements for the multi-use trail outlined in Section 2C.5.2 of the Stage I agreement. The Developer will construct a six (6) to eight (8) foot wide crusher dust trail along the western property boundary. In the future, HRM may establish a link to the proposed trail once the Developer has completed the construction of the multi-use trail on Block “Z”.
- The proposed building will encroach on the property boundary to the north and thus requires an adjustment be made to relocate the property line shared with Block “X” (under same ownership) further north to accommodate the proposed apartment building. This is a routine matter and is provided for by making a minor amendment to the existing Stage II development agreement for Block “X” (Attachment B).

Conclusion:

- Subject to the terms and conditions of the Stage II development agreement attached to this report, the proposed 145 unit building is consistent with the Stage I agreement for this area.
- Staff recommends approval of the Stage II development agreement (Attachment A) and the minor amendment to the Stage II development agreement for Block "X" (Attachment B).

BUDGET IMPLICATIONS:

None.

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN:

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

ALTERNATIVES:

1. Council may approve the development agreement appended as Attachment A to permit a 145 dwelling unit multiple building on Block "Z", Halifax, and approve the second amending agreement for Block "X", as proposed by the applicant. This is the recommended course of action.
2. Council may choose to propose modifications to the development agreement. Such modifications may require further negotiations with the developer. This alternative is not recommended for the reasons described above.
3. The application could be rejected. Council would be required to provide reasons as to why it did not meet the requirements of the Stage I Agreement. For the reasons outlined, staff will not recommend this course of action.

ATTACHMENTS

Map 1 - Location and Zoning Map

Attachment A - Draft Stage II Development Agreement with the following schedules:

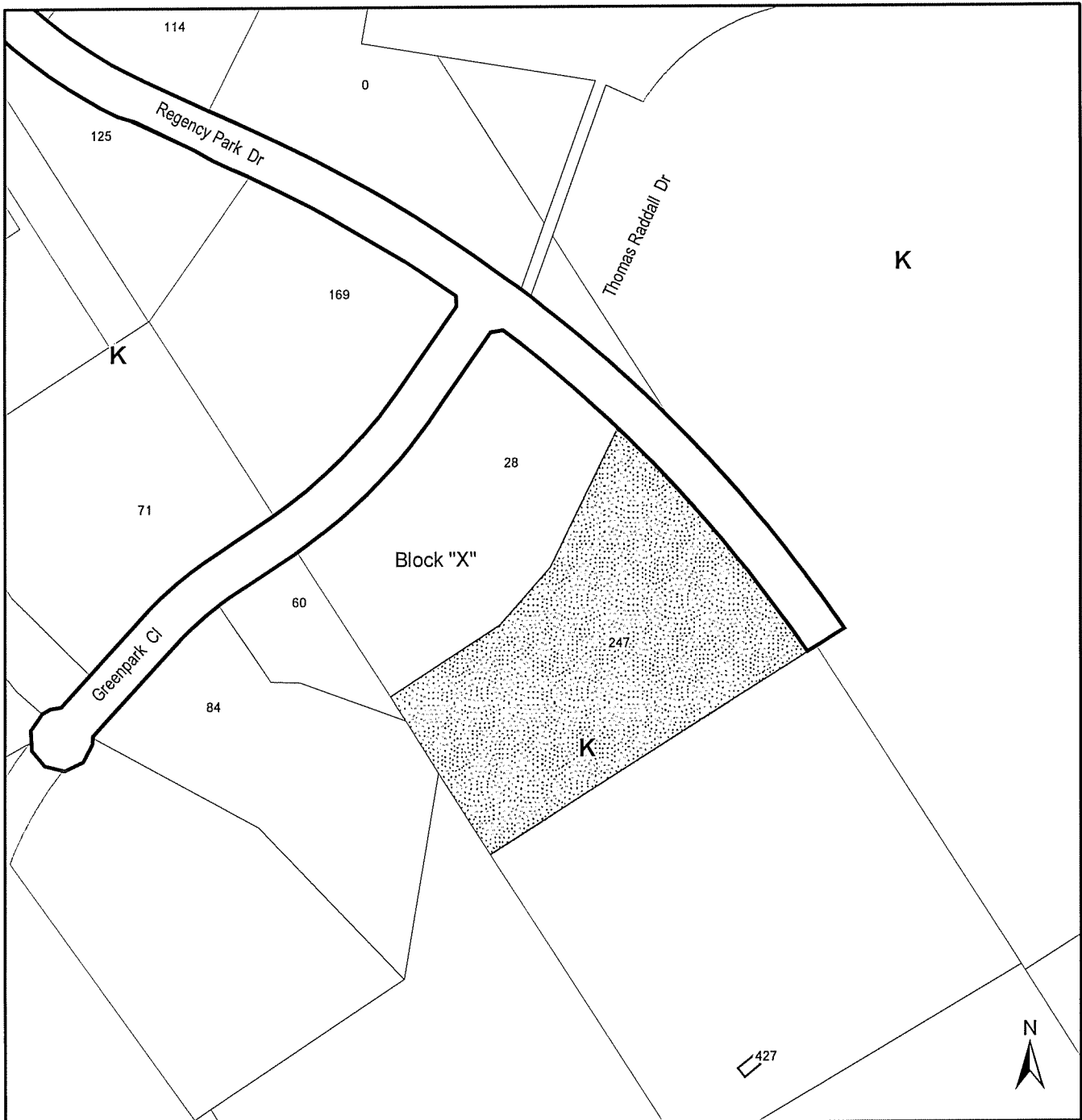
Schedule "A"	Legal Description of the Lands of Mount Olympus realty Limited, identified as Block "Z", Regency Park Drive
Schedule "B"	Site Plan (0001)
Schedule "C"	Front (Northeast) and Southeast Elevations (0002)
Schedule "D"	Rear (Southwest) and Northwest Elevations (0003)

Attachment B - Draft Stage II Development Agreement for Block "X"

Attachment C - Stage I (Block "Z") Amending Development Agreement


Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Jaime Smith, Planner I, 490-4793



Map 1 - Location and Zoning

247 Regency Park Drive - Block "Z"
Halifax

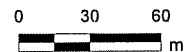
 Subject property

Halifax Mainland
Land Use By-Law Area

Zone

K Schedule K

HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES



This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland Land Use By-Law area.

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

Attachment A

THIS AGREEMENT made this day of , 2005
BETWEEN:

MOUNT OLYMPUS REALTY LIMITED
(hereinafter called the “Developer”)

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY
a body corporate, in the County of
Halifax, Province of Nova Scotia
(hereinafter called the “Municipality”)

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Regency Park Drive Block “Z”, Halifax, Nova Scotia, and which said lands are more particularly described in Schedule ‘A’ to this Agreement (hereinafter called the “Lands”);

AND WHEREAS the Developer has requested that the Municipality enter into a Stage II development agreement to allow for the construction of a multiple unit residential building on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Land Use By-law for Halifax (Mainland);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality, approved this request at a meeting held on November 7, 2005, referenced as Municipal Case Number 00816;

THEREFORE in consideration of the benefits accrued to each party from covenants herein contained, the parties agree as follows:

PART 1: DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Community Council” means the Chebucto Community Council of the Municipality or any such body legally authorized by the Council to administer this Agreement pursuant to the Municipal Government Act;

- (b) "Development Officer" means the Development Officer for Halifax Regional Municipality.
- (c) "Engineer" means the Development Engineer with the Municipality's Planning and Development Services or any person designated to perform his/her responsibilities pursuant to this Agreement;
- (d) "Land Use By-law" means the Land Use By-law for Mainland Halifax, as amended from time to time;
- (e) "Subdivision By-law" means the applicable Subdivision By-law for Halifax Regional Municipality, as amended from time to time.

PART 2: GENERAL REQUIREMENTS FOR CONFORMITY WITH OTHER BY-LAWS, STATUTES AND REGULATIONS

- 2.1 The Developer agrees that the Lands shall be subdivided, developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 2.2 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of Halifax Mainland, as may be amended from time to time.
- 2.3 Pursuant to Section 2.2, 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 and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws, and regulations in connection with the development and use of the Lands.
- 2.4 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 and Subdivision 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.
- 2.5 The Developer and each lot owner 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 regulations, by-laws, or codes applicable to any lands owned by the Developer or lot owner.
- 2.6 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.

- 2.7 All terms and conditions of the Stage I Agreement remain in effect.
- 2.8 The Municipality agrees that the provisions, terms, and conditions of this Agreement may be amended by resolution of the Community Council provided that the Community Council is satisfied that any such amendment remains in conformity with the Stage I Agreement.

PART 3: DEVELOPMENT OF THE LANDS

- 3.1 The Developer shall develop and use the Lands in conformance with the site plans, design drawings, renderings, and supporting technical documents, attached as the following Schedules to this Agreement:

- Schedule "A" Legal Description of the Lands of Mount Olympus Realty Limited, identified as Bock "Z", Regency Park Drive
- Schedule "B" Site Plan (0001)
- Schedule "C" Front (Southeast) Elevation (0002)
- Schedule "D" Side (Northeast) Elevation (0003)
- Schedule "E" Rear (Northwest) Elevation (0004)
- Schedule "F" Side (Southwest) Elevation (0005)

- 3.2 The use of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on Schedule "B", are the following:

- (a) A 145 dwelling unit multiple building and podium;
- (b) Vehicular parking and circulation areas; and,
- (c) Open space and buffer areas, landscaping and a linear trail along the western property boundary.

3.3 Building Architecture

- 3.3.1 The building shall be constructed in conformance with Schedules "C" and "F".
- 3.3.2 The building shall contain a maximum of ten storeys of residential units, not including two levels of underground garage space and a mechanical penthouse.
- 3.3.3 The exterior building materials shall consist of a combination of masonry brick, concrete block, and non-vinyl siding.
- 3.3.4 Not more than ten (10) percent of the area of the roof shall be occupied by a mechanical penthouse.
- 3.3.5 Materials for mitigation of radio-frequency emissions shall be incorporated into the building design.

- 3.3.6 The Developer shall include the following warning clause in every agreement of purchase and sale and every lease or rental agreement for the residential building. Copies of the standard form being used for these purposes shall be provided to the Development Officer for verification purposes.

“The purchaser/lessee/renter acknowledges and agrees that he or she has been informed that the purchaser/lessee/renter is acquiring a dwelling that may be subject to the impacts of being within the radio frequency overload contours from both the CHUM and CBC transmission towers. Those impacts may include television ghosting problems and electrical/electronic device interference.”

3.4 Land Use Provisions

- 3.4.1 Access and egress points shall only be permitted as shown on Schedule “B”.
- 3.4.2 All above ground parking areas, loading zones, driveways and circulation aisles shall be asphalt and the perimeter of all asphalt areas shall be defined by concrete curbs. Driveway aisles shall be a minimum of 18 feet wide. The driveways are to meet the requirements of By-Law S-300.
- 3.4.3 The developer shall provide parking spaces as specified in the Halifax Mainland Land Use By-law. A minimum of thirty-two (32) of such spaces shall be provided above ground as shown in Schedule "B". The remaining minimum of one-hundred and twelve (132) spaces shall be provided in the two levels of underground parking.
- 3.4.4 Bicycle parking shall be provided on site in accordance with Schedule “T”, the Draft Bicycle Parking Requirements.

3.5 Landscaping

- 3.5.1 The Developer shall submit a detailed landscape plan prepared by a Landscape Architect (that is a Full Member and in good standing with APALA) to the Development Officer with the application for Building and Development permits. The landscape plan shall include, as a minimum, planting as identified in this agreement, design and construction details for the future walkway located at the rear of the property, and design and construction details for the landscape feature located at the front of the building.
- 3.5.2 Landscaping shall be provided within the site along the Regency Park Drive street frontage consisting of a minimum of 60 high branching salt tolerant deciduous trees and the size shall be a minimum of 60 mm caliper (2.4 inch diameter).
- 3.5.3 All traffic islands within the parking area are to be curbed and landscaped with sod or low maintenance ground cover at a minimum. Shade trees would be desirable.

- 3.5.4 Parking areas shall be screened from the street with a combination of deciduous and coniferous upright shrubs.
- 3.5.5 The landscape plan shall include planting details for trees and shrubs.
- 3.5.6 The Developer shall ensure that all soft landscape areas are to be sodded and the sod is to conform to the Canadian Nursery Sod Growers' Specifications. The Developer shall ensure that all plant material is to conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards.
- 3.5.7 Every effort is to be made to ensure the preservation of the existing trees on site. The landscape plan shall identify the limit of disturbance, tree preservation areas, the hoarding fence location and the stockpile location. Proper arboricultural practices shall be undertaken and shall include such activities as: the erection of tree protective hoarding fence located as close to the dripline of the trees to be preserved as possible for the duration of construction; no stockpiling of soil or materials within the hoarded areas; pruning of any damaged limbs or roots; and excavation no closer than ten feet to the trunk of any tree to be preserved. Any trees to be preserved that are damaged shall be replaced, two new trees for each damaged tree, with trees of the same type and with minimum sizes of 60 mm caliper (2.4 inch diameter) for deciduous trees and coniferous trees a minimum of 1.5 m (5 ft.) high.
- 3.5.8 Prior to issuance of the occupancy permit, the Developer shall provide the Development Officer certification in the form of a letter by a Landscape Architect who is a member in good standing with APALA to indicate that the provisions of section 3.5 (1 through 7) have been met.
- 3.5.9 The Developer agrees that a six (6) to eight (8) foot wide crusher dust multi-use trail will be provided between the adjacent HRM parkland property and the southern boundary of the site. The multi-use trail shall not exceed a 12% slope and shall be designed to accommodate the contours of the site.
- 3.5.10 An occupancy permit may be issued provided that the developer supplies a security deposit in the amount of 120 percent of the estimated cost to complete the multi-use trail (see Section 3.5.9). The security deposit shall be in the form of a certified cheque or an automatically renewing letter of credit issued by a chartered bank to the Development Officer. Development of the multi-use trail shall take place at such as time as the Municipality establishes a link to the trail from the adjacent HRM parkland parcel. Should the developer not complete the trail within six months of the link being constructed, the Municipality may use the deposit to complete the trail as set out in the above subsections. 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.

3.6 Services

- 3.6.1 All services to be designed and constructed in accordance with the Municipal Service System guidelines. The site services shall include a storm sewer lateral connection to receive building storm drain. A service easement shall also be provided for any storm/outfall connection to any and all adjacent properties.

3.7 Environmental Protection

- 3.7.1 The development shall include designated internal space for storage and collection of source separated recyclables, organics, and refuse. This designated space shall be approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources. Each designated space shall:
- a) be accessible and convenient for tenants and waste haulers;
 - b) contain separate bins to accommodate cardboard/paper, other recyclables, organics, and refuse;
 - c) be clearly identified by signage and clearly identify the type of materials accepted therein.
- 3.7.2 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to streets, sidewalks, new driveway curb cuts and associated paving, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated to a condition equal or better than existing, removed, replaced or relocated by the Developer as directed by the Development Officer to the discretion of the Development Engineer.
- 3.7.3 Erosion & Sedimentation Control Plans, Site Disturbance Plans and Stormwater Management Plans shall be required prior to the issuance of building permits. The recommendations of these documents shall be carried out on site..
- 3.7.4 Construction material wastes shall not be burned, buried or discarded on the Land.
- 3.7.5 If development of the lands in question (including parkland, if applicable) may involve the disturbance of potentially sulphide bearing material (Halifax Slates) exceeding 500 cubic meters, the Department of Environment and Labour shall require an initial screening of the bedrock on the site to be performed in accordance with section 6 of the sulphite bearing material disposal regulations, including an analysis of rock samples as required under part 6(5) and 7 of the regulations.

3.8 Subdivision

- 3.8.1 The lands shall only be subdivided as shown on Schedule "B".

3.9 Maintenance

- 3.9.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, walkways, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/salting/sanding of walkways and driveways. All landscaped areas, parking lots, buildings, structures, driveways and parking areas shall be maintained and kept litter free.

3.10 Approvals and Permits

- 3.10.1 The Developer shall be responsible for securing all applicable approvals associated with the servicing systems required to accommodate the development, including 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 HRM and other approval agencies, except as provided herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All construction is to be in accordance with HRM specifications.
- 3.10.2 No occupancy permit shall be issued for any building constructed on the lands until such time as the landscaping has been completed in accordance with Section 3.5 of this agreement, provided however that where such building has been completed and all other terms of this agreement have been met, an occupancy permit may be issued provided that the developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The security deposit shall be in the form of a certified cheque or letter of credit issued by a chartered bank to the Development Officer and shall be returned upon submission of the certification required by section 3.5.
- 3.10.3 Should the developer not complete the landscaping within six months of issuance of the occupancy permit or by September 1 of the year in which the occupancy permit was issued, whichever is earlier, the Municipality may use the deposit to complete the landscaping as set out in Section 3.5 of this 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.
- 3.10.4 Notwithstanding Sections 3.3.2, 3.3.4 to 3.3.6, the Development Officer may approve minor modifications to the location, size and height of the building, as well as the architectural design of the building, and the landscape requirements provided such modifications are minor in nature and, in the opinion of the Development Officer, further enhance the appearance of the building and Lands.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia, and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3 Upon the transfer of title to any lot, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.4 Notwithstanding Section 4.3 or any transfer of title to a lot, the Developer shall continue to be responsible for the fulfilment of the Developer's covenants under this Agreement.
- 4.5 In the event that construction of the project has not commenced within two (2) years from the date of approval of this Agreement by the Municipality, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean completion of the footings for the proposed building.
- 4.6 Upon the completion of the development or portions thereof, or within four (4) years from the date of approval of this Agreement, whichever time period is less, 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 5.1 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 one day of receiving such a request.

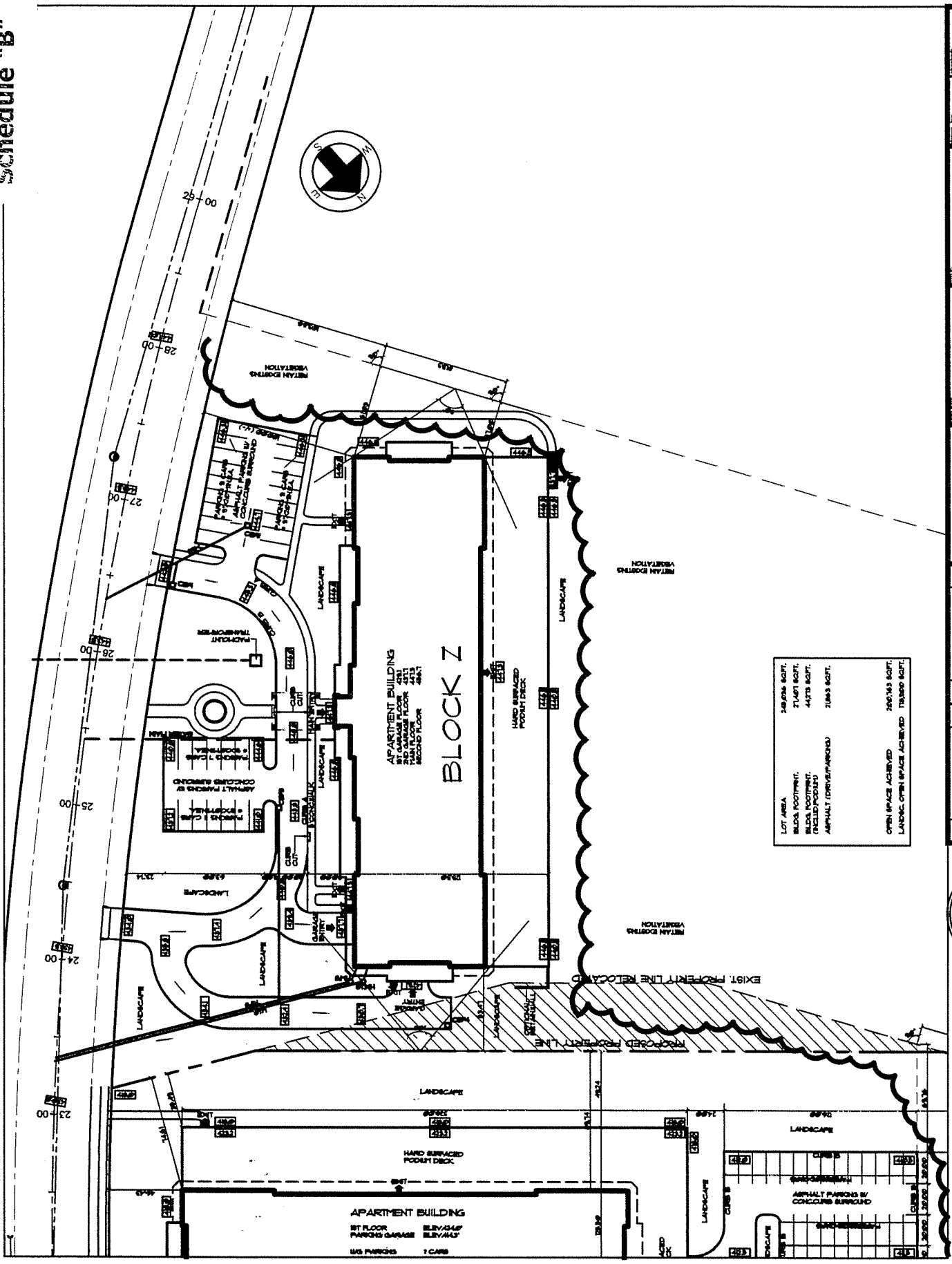
5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then 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 defence based upon the allegation that damages would be an adequate remedy;
- (b) the Municipality may enter onto the Property 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 development 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 Property 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; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

Signed, sealed and delivered)	<u>MOUNT OLYMPUS REALTY</u>
)	<u>LIMITED</u>
in the presence of:)	
)	
per: _____)	per: _____
)	HALIFAX REGIONAL MUNICIPALITY
)	
Sealed, Delivered and Attested)	
by the proper signing officers of)	
Halifax Regional Municipality)	
duly authorized on that behalf)	per: _____
in the presence of)	MAYOR
)	
per: _____)	per: _____
)	MUNICIPAL CLERK

Schedule "B"

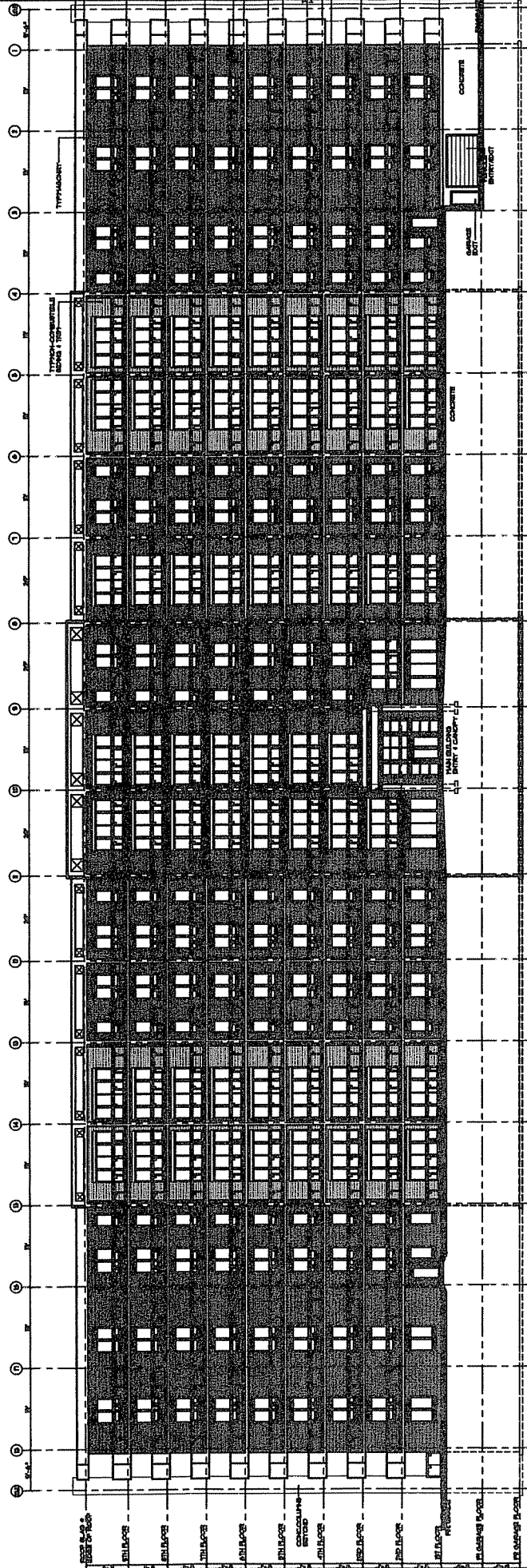


LOT AREA	248,026 SQ. FT.
BLDG. FOOTPRINT	21,661 SQ. FT.
BLDG. FOOTPRINT (EXCL. POOL/DECK)	4,973 SQ. FT.
ASPHALT DRIVE/PARKING	21,663 SQ. FT.
OPEN SPACE ACHIEVED	205,793 SQ. FT.
LANDSC. OPEN SPACE ACHIEVED	178,500 SQ. FT.

Paul Stortz Associates Ltd. ARCHITECTS 1111 WALKER ST. SUITE 200 HALIFAX, NS B3H 2R6 PHONE: 902-462-1881 FAX: 902-462-1882 EMAIL: paulstortz@psa.ns.ca	PROJECT APARTMENT BUILDING 2850-27 PARK DR HALIFAX, NS FOR MOUNT OLYMPIAN REALTY LTD.	TITLE SITE PLAN	DRAWN BY:	CHECKED:
			DATE: OCT/19/98	APPROVED:
PROJECT NO:		DRAWING NO:		SCALE:
PROJECT F:		DRAWING F:		SHEET NO:
PROJECT F:		DRAWING F:		SHEET NO:



Schedule "C"



FRONT ELEVATION

NOTES:

- 1) THE CONTRACTOR IS RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND MATERIALS WITHIN A TOLERANCE OF 1/8" PER FOOT.
- 2) DO NOT SCALE FROM DIMENSIONS.
- 3) DIMENSIONS ARE GIVEN IN FEET AND INCHES TO NEAREST 1/8".
- 4) DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 5) THESE DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THIS PROJECT.

REVISIONS

NO.	DESCRIPTION	DATE	BY

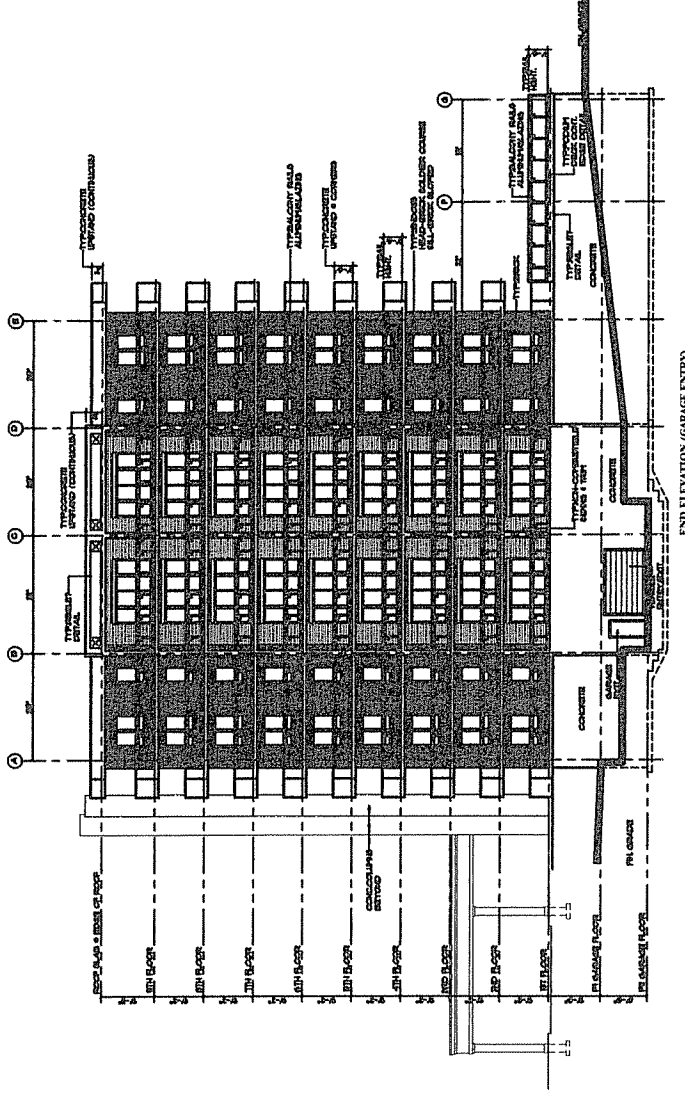
Paul Scully Architects Ltd.
 831 HERRING HAZE
 SUITE 100
 100-00-7778
 TEL: 718-778-7778
 FAX: 718-778-7778
 paul@psaarchitects.com

**APARTMENT BLDG.
 BLOCK 2 PARK DR
 JALFA, N.A.
 FOR
 MOUNT OLYMPUS REALTY LTD.**

BUILDING ELEVATIONS

DATE	11/13/13	SCALE	AS SHOWN
PROJECT NO.	1113	SHEET NO.	PA
DATE	11/13/13	SCALE	AS SHOWN
PROJECT NO.	1113	SHEET NO.	PA

Schedule "D"



END ELEVATION (GARAGE ENTRY)



NOTES:

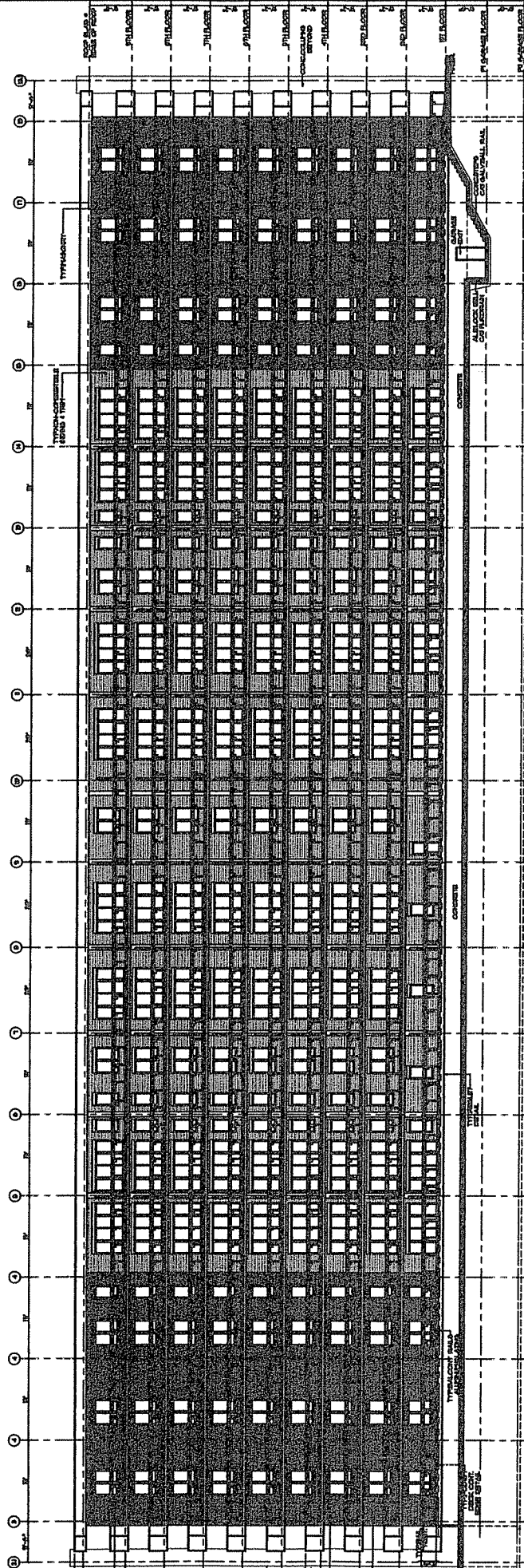
- 1) THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.
- 2) THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THIS DRAWING. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.
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- 4) THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY STRUCTURES OR EQUIPMENT NOT SHOWN ON THIS DRAWING.

NO.	DESCRIPTION	DATE	BY	REVISIONS

Paul Slone Architects Ltd.
PSA ARCHITECTS
 1001 W. 10TH AVE. SUITE 200
 FORT LAUDERDALE, FL 33304
 TEL: 352-363-7777
 FAX: 352-363-7778
 E-MAIL: paul@psaarchitects.com

APARTMENT BLDG.
 BLOCK 2 PARK DR
 WILMINGTON, NC
 FOR
 COUNT OLIVER REALTY LTD.

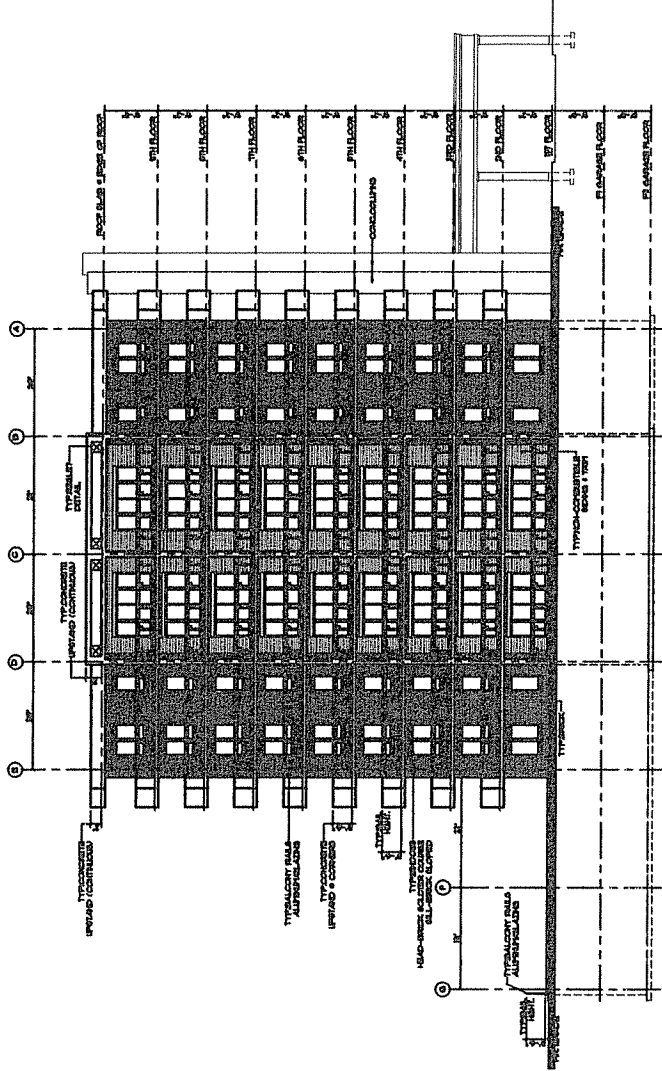
Schedule "E"



REAR ELEVATION

<p>NOTES:</p> <p>1) THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES AND TO THE ARCHITECT'S OFFICE.</p> <p>2) DO NOT SCALE FROM DRAWINGS.</p> <p>3) ALL MATERIALS AND WORKMANSHIP SHALL BE APPROVED FOR CONSTRUCTION BY THE ARCHITECT BEFORE PROCEEDING.</p> <p>4) THESE CONDITIONS ARE TO BE READ IN CONJUNCTION WITH THE GENERAL CONDITIONS OF CONTRACT.</p>		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DESCRIPTION	DATE																												<p>Paul Sherry Associates Ltd. ARCHITECTS 581 LANSING PLACE BOSTON, MASS. 02111 TEL: 617-552-7770 FAX: 617-552-7770 E-MAIL: paulsherry@psa.com</p>	<p>APARTMENT BLDG. BLOCK 2 PARK DR. FALMOUTH, MA. MOUNT OLIMPUS REALTY LTD.</p>	<p>DATE: 07/20/09 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT NO.: [Number] SHEET NO.: A4.2</p>
			NO.	DESCRIPTION	DATE																														
<p>BUILDING ELEVATIONS</p>	<p>PA</p>																																		

Schedule "F"



END ELEVATION

- NOTES:**
- 1) CONSULT THE ARCHITECT'S SCHEDULE "A" FOR THE LISTING OF MATERIALS TO BE USED IN THE CONSTRUCTION OF THE WORK.
 - 2) CONSULT THE ARCHITECT'S SCHEDULE "B" FOR THE LISTING OF MATERIALS TO BE USED IN THE CONSTRUCTION OF THE WORK.
 - 3) CONSULT THE ARCHITECT'S SCHEDULE "C" FOR THE LISTING OF MATERIALS TO BE USED IN THE CONSTRUCTION OF THE WORK.
 - 4) CONSULT THE ARCHITECT'S SCHEDULE "D" FOR THE LISTING OF MATERIALS TO BE USED IN THE CONSTRUCTION OF THE WORK.
 - 5) CONSULT THE ARCHITECT'S SCHEDULE "E" FOR THE LISTING OF MATERIALS TO BE USED IN THE CONSTRUCTION OF THE WORK.
 - 6) CONSULT THE ARCHITECT'S SCHEDULE "F" FOR THE LISTING OF MATERIALS TO BE USED IN THE CONSTRUCTION OF THE WORK.



NO.	DESCRIPTION	REV.	DATE

Paul Sherry Associates Ltd.
ARCHITECTS
 1000 WEST 4TH ST. SUITE 100
 WASHINGTON, D.C. 20004
 PHONE: 202-331-7773
 FAX: 202-331-7774
 EMAIL: paul@psa.com

APARTMENT BLDG.
 BLOCK Z
 VICENY PARK DR.
 FAY, VA.
 MOUNT OLIVIER REALTY, LTD.

BUILDING ELEVATIONS

THIS AMENDING AGREEMENT made this day of , 2005,
BETWEEN:

MOUNT OLYMPUS REALTY LIMITED

a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,

a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer warrants that it is the registered owner of Block "X", located on Regency Park Drive at its intersection with Greenpark Close, Halifax (PID# 41043761), being the lands described in Schedule A-1 hereto (hereinafter called the "Lands");

AND WHEREAS Halifax Regional Municipality previously entered into a Stage I development agreement with Clayton Developments Limited and the Shaw Group Ltd. for a mixed commercial/residential development on February 23, 2000 (Municipal Case No. 00122), said agreement being recorded at the Registry of Deeds at Halifax in Book 6525, Pages 538-551 (hereinafter called the "Existing Stage I Agreement");

AND WHEREAS the Chebucto Community Council approved an amendment to the Existing Stage I Agreement on April 10, 2001 to permit development of Blocks B, X, Y and A-B for multiple unit residential and park uses (Municipal Case No. 00358);

AND WHEREAS Halifax Regional Municipality previously entered into a Stage II development agreement with Clayton Developments Limited for multiple unit residential development on Blocks B, X and Y and park uses on Block A-B on October 15, 2001 (Municipal Case No. 00381), said agreement being recorded at the Registry of Deeds at Halifax in Book 6879, Pages 768-790 (hereinafter called the "Existing Stage II Agreement");

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality, at its meeting on the 13 day of September 2004, approved amendments to the Existing Stage II to

allow for two additional floors for a total of eight (8) storeys on Block X of the "Lands" (hereinafter called the "Amending Stage II Agreement" subject to the registered owner of the lands described herein entering into this agreement (referenced as Municipal Case No. 00704);

AND WHEREAS the developer wishes to amend the Existing Stage II Agreement with the amending Stage II Agreement to allow for an adjustment of Block X of the "Lands" pursuant to the provisions of the Municipal Government Act, (hereinafter called the "Second Amending Stage II Agreement");

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality, at its meeting on the day of 2005, approved the requested amendment to the Agreements subject to the registered owner of the lands described herein entering into this agreement (referenced as Municipal Case No. 00816);

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Municipality of the amending development agreement requested by the Developer, the Developer agrees as follows:

The Existing Stage II Agreement shall be amended as follows:

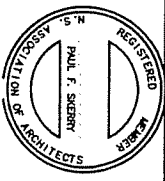
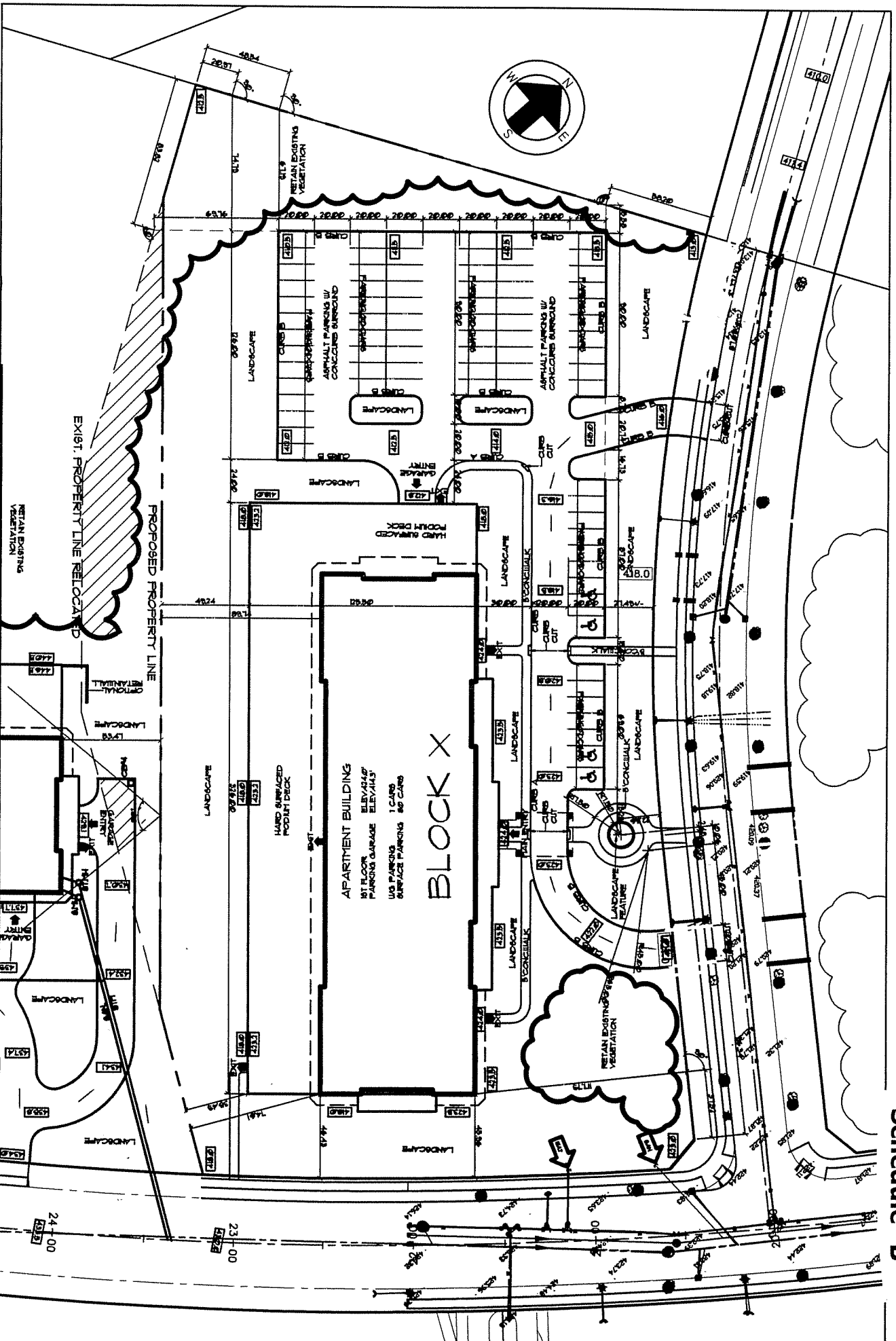
1. Add Schedule A-1, attached hereto, to reflect the revised Legal Description for Block "X", Regency Park Drive.
2. Repeal the existing Site Plan for Block "X" (a portion of Schedule "B") and replace with the revised Site Plan attached hereto;

All other terms and conditions of the Existing Stage II Agreement shall remain in full force and effect.

This Amending Agreement shall be binding upon the Parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED) **MOUNT OLYMPUS REALTY LIMITED**
)
)
) Per _____
)
)
) Per _____
)
)
) **HALIFAX REGIONAL MUNICIPALITY,**
)
)
) Per _____
) Mayor
)
) Per _____
Municipal Clerk



NO.	DESCRIPTION	DATE	REVISIONS

PST
ARCHITECTS
 501 LANSING AVE
 SUITE 200
 DETROIT, MI 48226
 PHONE: 313-455-4311
 FAX: 313-455-4778
 EMAIL: paul@psta.com

APARTMENT BUILDINGS
BLOCK X
 GREENPARK CLOSE
 HOUSTON, TX 77057
 FOR HOUSTON REALTY LTD.

SITE PLAN

DATE:	24-1-00	PROJECT #:	214
DESIGNED BY:	PA	CHECKED BY:	PA
DATE:	OCT 2008	PROJECT #:	214
DESIGNED BY:	PA	CHECKED BY:	PA
DATE:	OCT 2008	PROJECT #:	214
DESIGNED BY:	PA	CHECKED BY:	PA

Excerpts from the Stage I amending Development Agreement

2C.2 Planning and Design Guidelines

2C.2.1 The Parties agree that terms of this agreement contain the proposed lands uses and design guidelines for development of the "Land" and further agree that the aforementioned uses and guidelines shall form the basis for negotiation and approval of any Stage II Development Agreement.

2C.2.2 Development permits shall only be granted for this Land after approval of a Stage II Development Agreement by Community Council.

2C.3 Land Use Controls

2C.3.1 The land use permitted is a maximum of 145 two bedroom dwelling units or equivalent in one or two multiple residential buildings.

2C.3.2 The multiple residential building or buildings shall not exceed 12 storeys in height not including a mechanical penthouse occupying not more than 10 percent of the area of the roof on which it is located and each building shall meet the requirements of the R-4 zone of the Halifax Mainland Land Use Bylaw except the density shall be calculated in accordance with the Existing Agreement.

2C.3.3 The Developer agrees to file a report prepared by a knowledgeable consultant in radio engineering which look at, at a minimum, these issues related to the CHUM tower: 1. Health Canada, Safety Code 6; Radio signal blockages; radio energy overload; potential TV Ghosting; and the impact of any tower strobe lights. The final development scheme approved in Stage II shall consider the recommendations of this report.

2C.4 Streets (Vehicular and Pedestrian Traffic) and Services

2C.4.1 Regency Park Drive will be extended along the property approximately 630 feet. No Stage II agreement will be entered into until the road has been accepted by the Development Officer. The Development Officer may subdivide the parcel if suitable bonding for the completion of the roadway has been undertaken.

2C.4.2 All municipal servicing systems shall be designed and constructed in accordance with all applicable regulations and specifications of the Municipality, or as otherwise approved by the Development Officer, and any other approvals as required by any applicable agency.

2C.5 Parks/Open Space

2C.5.1 The Developer agrees to provide a combination of on-site and off-site open space dedication for these lands as per the parkland dedication land bank for Clayton Park West Stage II.

2C.5.2 A recreation trail is to be developed at the rear portion of the Lands after approval of the Stage II agreement. The lands for the trail shall be deeded to the Municipality. The detailed design of the trail shall be contained within the Stage II agreement.

2C.5.3 Buildings and parking areas will be sited to retain areas of trees and vegetation, to the greatest extent possible. Suitable landscaping and buffering will be provided from adjacent uses. No clearing of the site, except as required for construction of the proposed extension of Regency Park Drive, shall be permitted except in accordance with a Stage II agreement

2C.6 Environment

2C.6.1 No work, except for construction of the proposed extension of Regency Park Drive, shall be permitted until an Erosion & Sedimentation Control Plan, Site Disturbance Plan and Stormwater Management Plan are submitted and approved by Development Officer. These plans will form part of any Stage II Development Agreement approval.

2C.6.2 Any proposed disturbance to acid-bearing (pyritic) slate will require the Developer to secure all necessary approvals from the N.S. Department of Environment and Labour.

2C.7 Stage II Development Agreements

2C.7.1 The following shall be submitted with any Stage II Development Agreement application:

(a) Site Plan

1. Tree Retention Plan
2. Parking Layout, Number of Spaces (underground and surface)
3. Building Footprint and Lot Coverage
4. Amenity Spaces and Features
5. Landscaping/Buffering/Street Trees
6. Access/Egress Points, and width of driveways
7. Pedestrian and Bicycle Accommodation
8. Location and Treatment of loading/unloading areas, fuel storage tanks, refuse storage facilities and utility supply facilities

(b) Building Plans

1. Elevation Drawings
2. Architectural Treatment
3. Exterior Materials

(c) Servicing Plans

1. Schematic plans for sanitary sewer, storm sewer and water supply
2. Required easements
3. Utilities (power, gas, propane, lighting)
4. Street Design
5. Environmental Protection information, including pyritic slate issues, site drainage plan, site disturbance plan, erosion and sedimentation control plans and stormwater management plans