

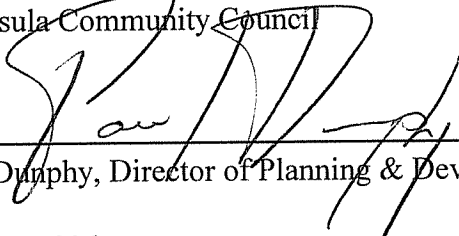
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PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Peninsula Community Council
August 14, 2006

TO: Peninsula Community Council

SUBMITTED BY: 
Paul Murphy, Director of Planning & Development Services

DATE: July 31, 2006

SUBJECT: **Case 00915: Non-Substantive Amendment to Development Agreement,
2633 Gladstone Street, Halifax**

ORIGIN

- Application by Westwood Developments Limited to amend the development agreement for Gladstone Ridge to allow for changes to the building design and landscaping/driveway layout of the six-storey, multiple-unit building/ site at 2633 Gladstone Street.

RECOMMENDATION

It is recommended that Peninsula Community Council:

1. Approve the amending development agreement, as contained in Attachment A, to allow for changes to the building design and landscaping/driveway layout of the six-storey, multiple-unit building/ site at 2633 Gladstone Street.

BACKGROUND

In July of 2004, Peninsula Community Council approved an application by Westwood Developments Limited for a mixed residential development on 6.7 acres of land fronting on Gladstone and Clifton Streets, Halifax (Municipal Case # 00620)(refer to Map 1). Council's decision was subsequently appealed to the N.S. Utility and Review Board (NSUARB). In June of 2005, the NSUARB upheld council's decision and dismissed the appeal.

The approved development consists of a six-storey multiple-unit residential building at civic # 2633 Gladstone Street (the "Berkeley"), which is the subject of this report, as well as two 12-storey multiple-unit residential (condominium) towers, 15 single unit dwellings and two semi-detached units fronting on Gladstone Street and associated public and private open spaces. Construction has commenced on the 12-storey condominium towers and the low-density dwellings. The subject property (civic #2633) remains vacant.

Description of Proposal:

Westwood Developments Ltd. proposes the following changes to the six-storey building (refer to Schedules P through W of Attachment A):

- alternative building design resulting in changes to the exterior appearance of the building, the interior floor layout and removal of the 2-level townhouses along the facade;
- one underground parking level instead of parking at ground and second levels;
- revised driveway and landscaping design to allow for front entry drop off / pick-up;

The proposal does not involve an increase in the number of storeys above grade or an increase in the population density of the overall development.

DISCUSSION

The existing agreement provides the Development Officer with the ability to approve interior changes to the floor plans. Council approval is necessary to allow for the exterior architectural and site changes which are proposed. Council may approve these changes pursuant to the Non-Substantive Amendment clause (Section 2.10) in the existing agreement. A public hearing is not required.

The proposed amendments to the development agreement are relatively minor. As there is no proposed increase in building height or population density and there is an abundance of open space in the overall development, there will be no impact resulting from these changes on nearby land uses, local traffic patterns and the community's recreational needs.

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 amending development agreement. This is the recommended course of action.
2. Council may refuse to amend the agreement. This alternative is not recommended as staff are satisfied that the proposal is consistent with the policies and intent of the MPS.
3. Council may choose to propose modifications to the amending agreement. Such modifications may require further negotiations with the developer.

ATTACHMENTS

Map 1	Location and Zoning	
Attachment A	Draft Amending Agreement containing the following Schedules:	
	Schedule "P" Low Rise - Alternative Site Plan	Plan # 00915-001
	Schedule "Q" Low Rise - Alternative Elevations (East/West)	Plan # 00915-002
	Schedule "R" Low Rise - Alternative Elevations (North/South)	Plan # 00915-003
	Schedule "S" Low Rise - Alternative Parking Plan	Plan # 00915-004
	Schedule "T" Low Rise - Alternative Floor Plan (Level 1)	Plan # 00915-005
	Schedule "U" Low Rise - Alternative Floor Plan (Level 2)	Plan # 00915-006
	Schedule "V" Low Rise - Alternative Floor Plan (Levels 3-5)	Plan # 00915-007
	Schedule "W" Low Rise - Alternative Floor Plan (Level 6)	Plan # 00915-008
Attachment B	Existing 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: Paul Sampson, Planner I, 490-6259



Map 1 - Location and Zoning

2633 Gladstone Street
Halifax

 Subject area

Halifax Peninsula By-Law Area

Zone

- R-1 Single Family Dwelling
- R-2 General Residential
- R-3 Multiple Dwelling
- C-2 General Business
- C-2A Minor Commercial
- P Park and Institutional



This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Peninsula Land Use By-law Area.

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

Attachment A

THIS AMENDING AGREEMENT made this day of , 2006,
BETWEEN:

WESTWOOD DEVELOPMENTS 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 Westwood Developments Limited and the Halifax Regional Municipality have previously entered into a development agreement (Municipal Case #00620) for a residential development on approximately 6.7 acres of land fronting on Gladstone and Clifton Streets, Halifax said agreement being recorded at the Registry of Deeds on January 19, 2006 as Document #84144352 (hereinafter called the "Existing Agreement").

AND WHEREAS the Developer has requested an amendment to the "Existing Agreement" to allow for changes to the building design and landscaping/driveway layout of the six-storey, multiple-unit building/ site at 2633 Gladstone Street;

AND WHEREAS the Peninsula Community Council for the Municipality approved this request at a meeting on the day of , 2006, referenced as Municipal Case Number 00915 (hereinafter called the "Amending Agreement");

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

1. Section 2.1 of the Existing Agreement shall be amended by adding the following plans which are attached to this Amending Agreement to the list of Schedules:

Schedule "P" Low Rise - Alternative Site Plan	Plan # 00915-001
Schedule "Q" Low Rise - Alternative Elevations (East/West)	Plan # 00915-002
Schedule "R" Low Rise - Alternative Elevations (North/South)	Plan # 00915-003
Schedule "S" Low Rise - Alternative Parking Plan	Plan # 00915-004
Schedule "T" Low Rise - Alternative Floor Plan (Level 1)	Plan # 00915-005
Schedule "U" Low Rise - Alternative Floor Plan (Level 2)	Plan # 00915-006
Schedule "V" Low Rise - Alternative Floor Plan (Levels 3-5)	Plan # 00915-007
Schedule "W" Low Rise - Alternative Floor Plan (Level 6)	Plan # 00915-008

2. The following section shall be added immediately following Section 2.11:

"2.12 The Development Officer may approve an alternative building and site design for the low-rise building at Civic #2633 Gladstone Street which is substantially in conformance with Schedules P through W (Plans # 00915-001 through 00915-008)."

All other terms and conditions of the Existing 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) **WESTWOOD DEVELOPMENTS LIMITED**

)
)
) Per _____

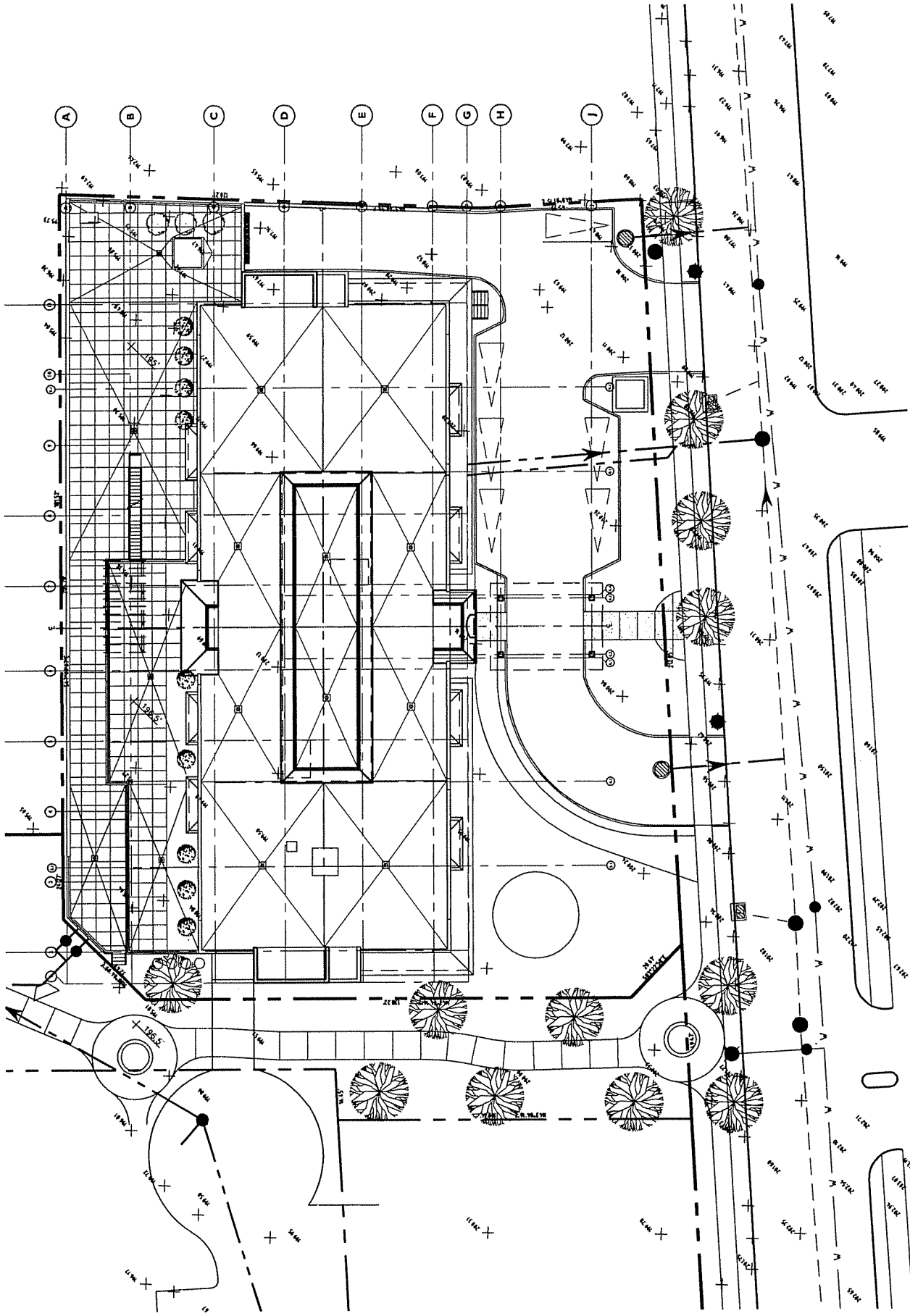
)
)
) Per _____

)
)
) **HALIFAX REGIONAL MUNICIPALITY,**

)
)
) Per _____

) Mayor
)
) Per _____

Municipal Clerk



SITE PLAN

The BERKELEY at GLADSTONE RIDGE

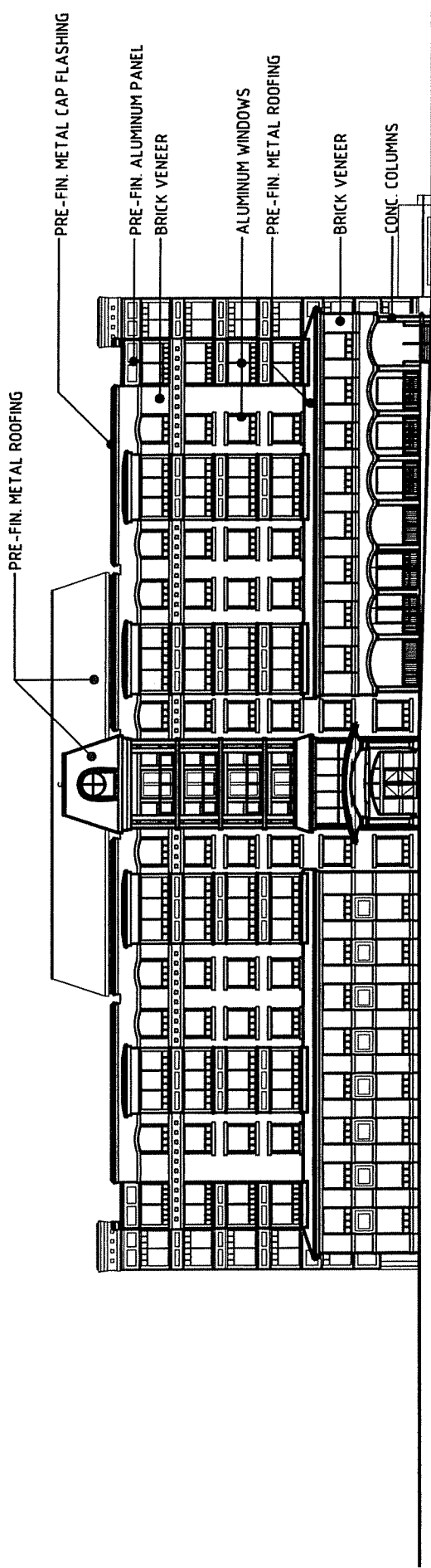
HALIFAX NS

Schedule "P" - Plan # 00915-001

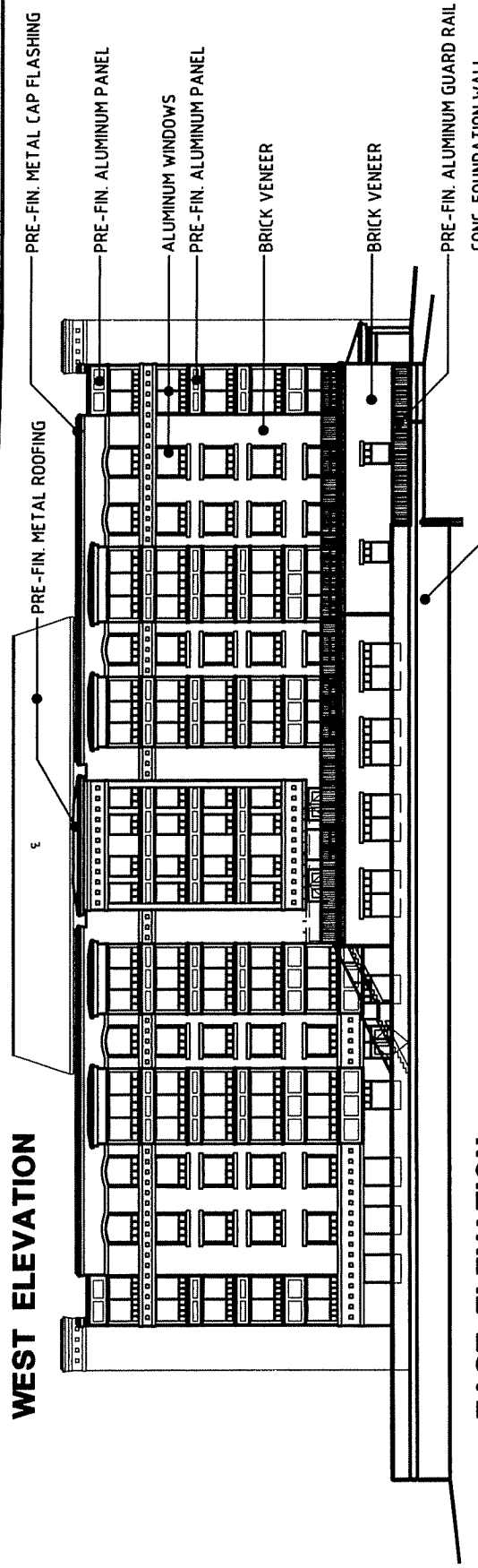
KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
 HALIFAX, N.S. B3K 1B6 902-422-1557

NTS
 27 JULY 2006



WEST ELEVATION



EAST ELEVATION

The BERKELEY at GLADSTONE RIDGE ELEVATIONS-West & East

HALIFAX NS

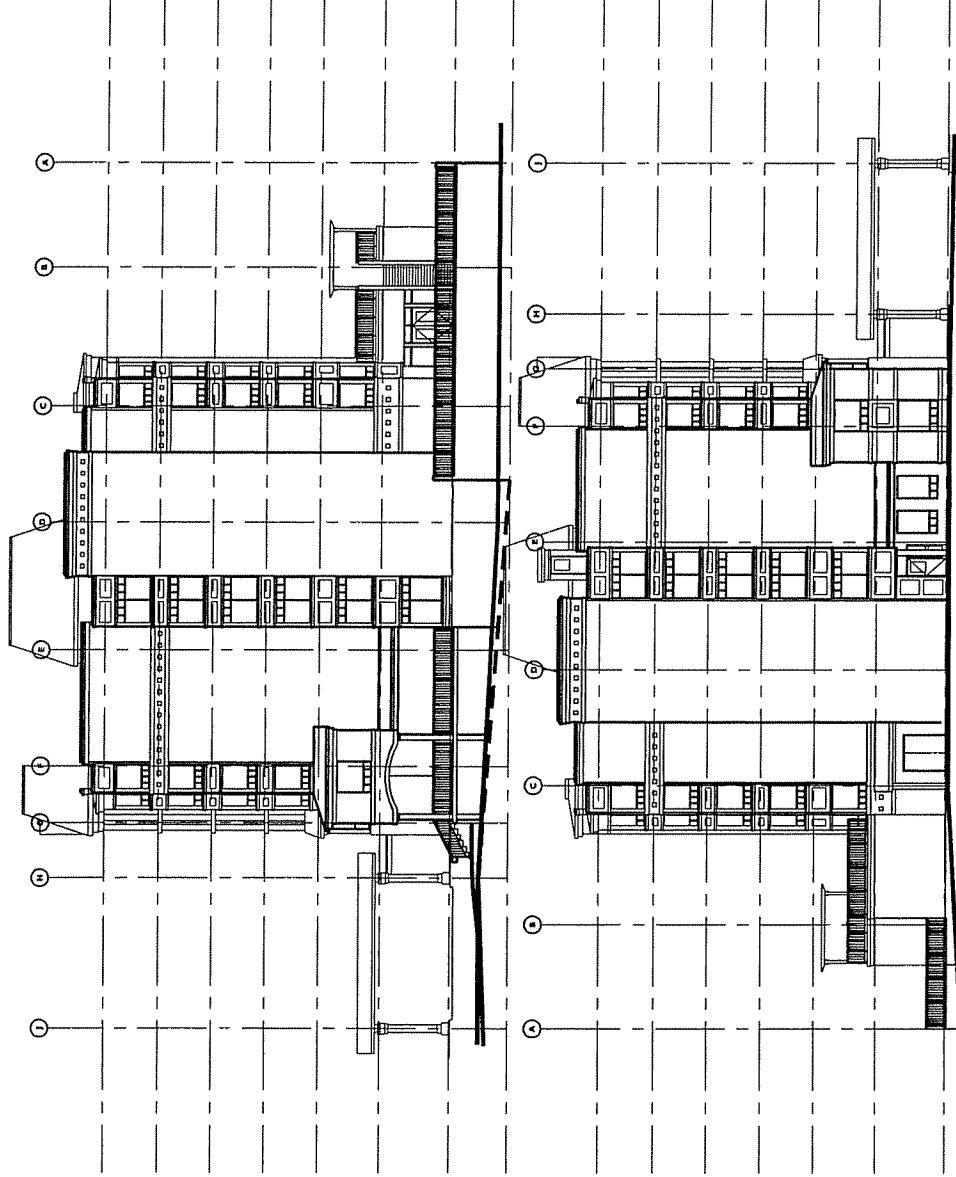
Schedule "Q" - Plan # 00915-002

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
 HALIFAX, N.S. B3K 7B6 902-422-1557

NTS

31 JULY 2006



The BERKELEY at GLADSTONE RIDGE ELEVATIONS-South & North

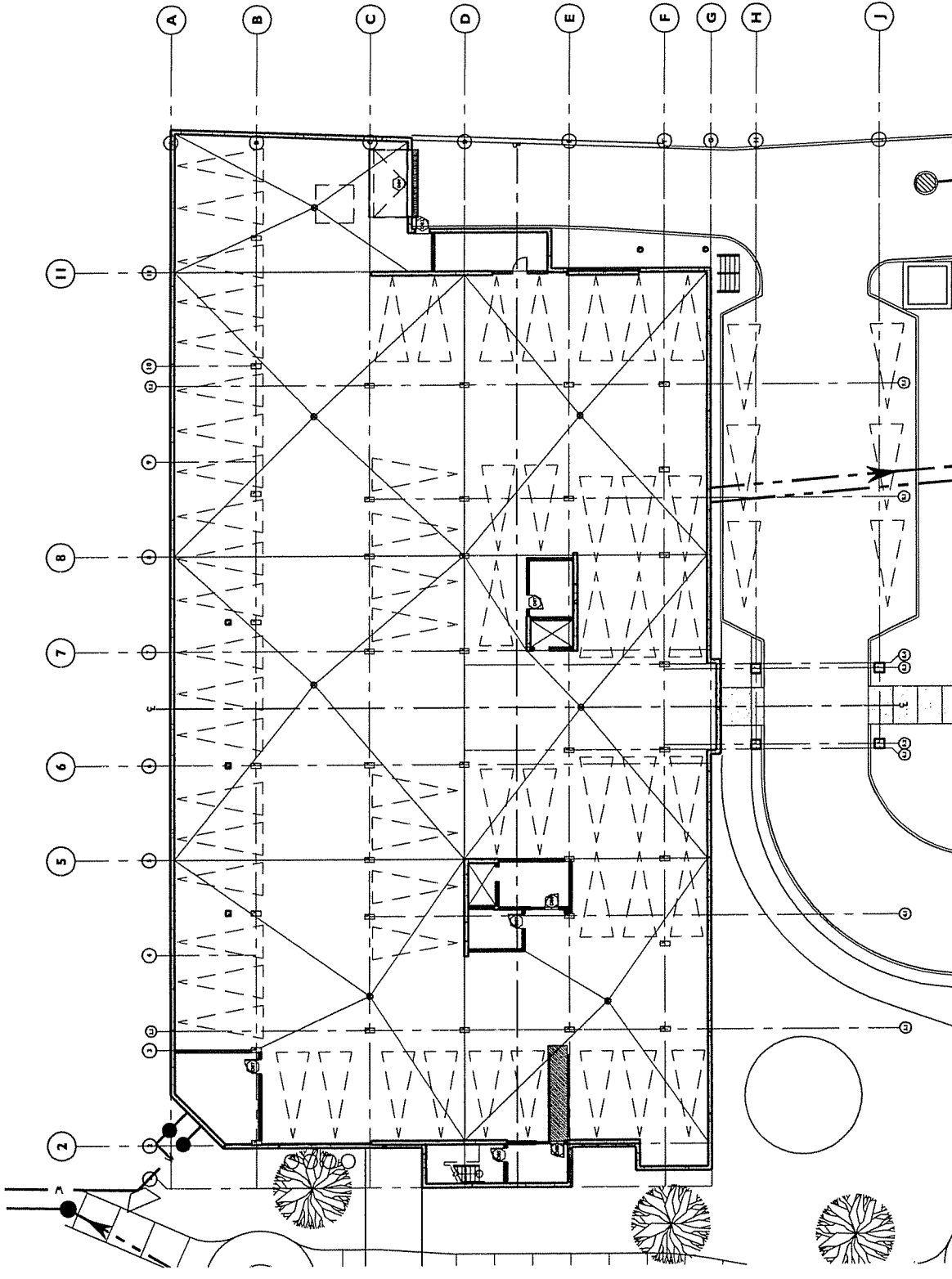
HALIFAX NS

Schedule "R" - Plan # 00915-003

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE200
 HALIFAX, N.S. B3K 1B6 902-422-1557

NTS
 27 JULY 2006



PLAN - Parking

The BERKELEY at GLADSTONE RIDGE

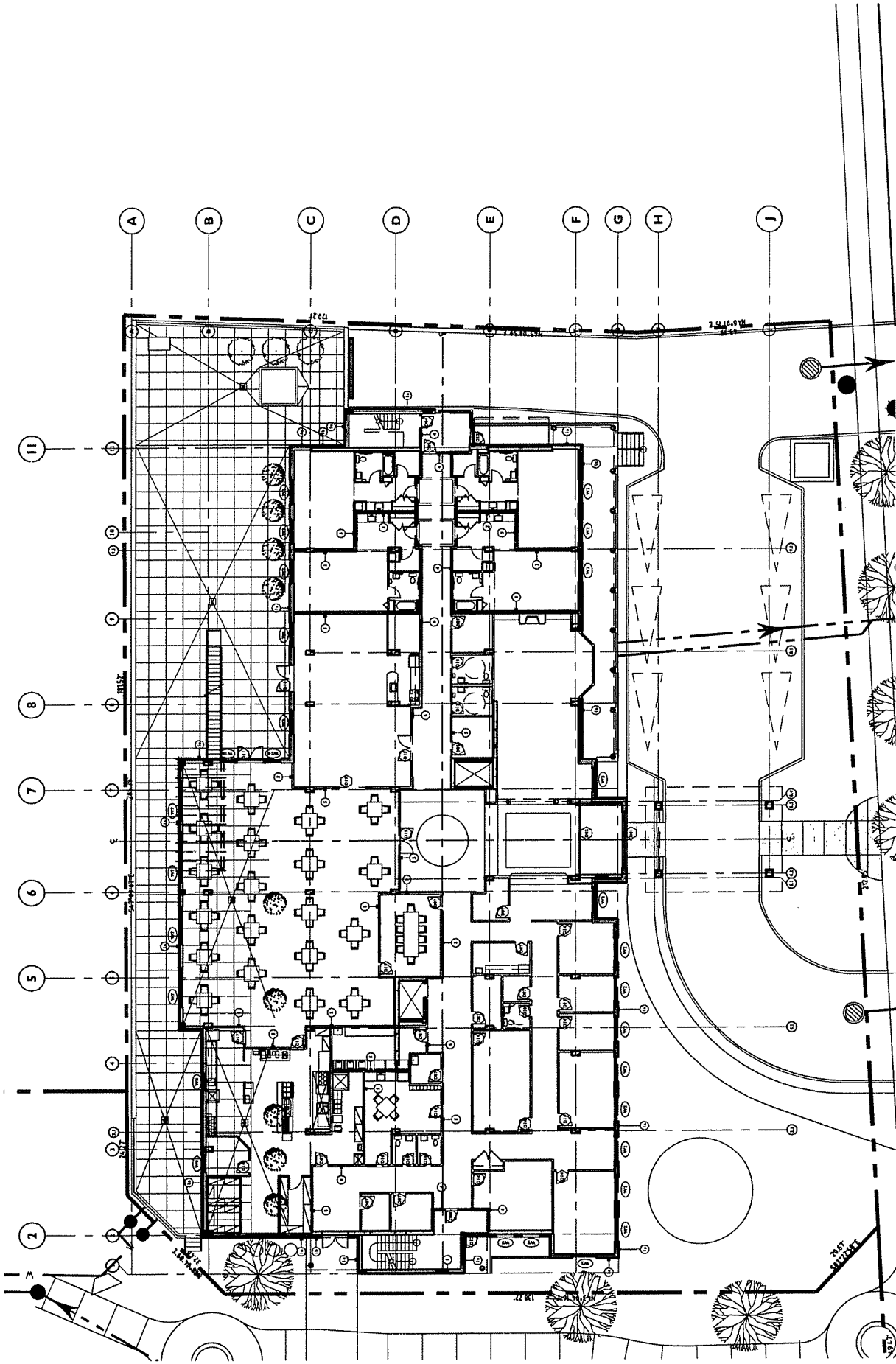
HALIFAX NS

Schedule "S" - Plan # 00915-004

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
 HALIFAX, N.S. B3K 1B6 902-422-1557

NTS
 27 JULY 2006



The BERKELEY at GLADSTONE RIDGE

FLOOR PLAN - Level 1

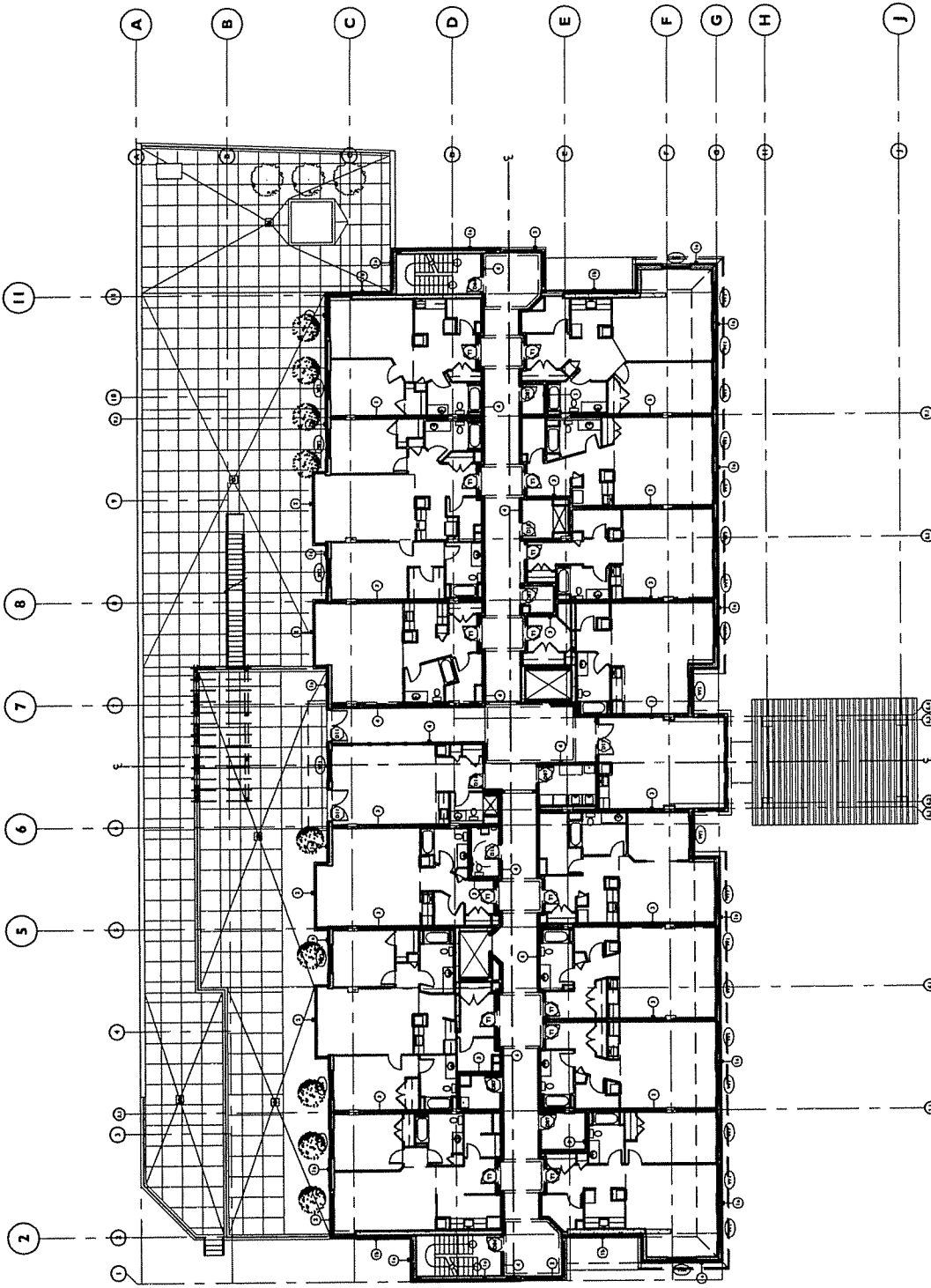
HALIFAX NS

Schedule "T" - Plan # 00915-005

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
 HALIFAX, N.S. B3K 1B6 902-622-1557

NTS
 27 JULY 2006



The BERKELEY at GLADSTONE RIDGE

PLAN - Level 2

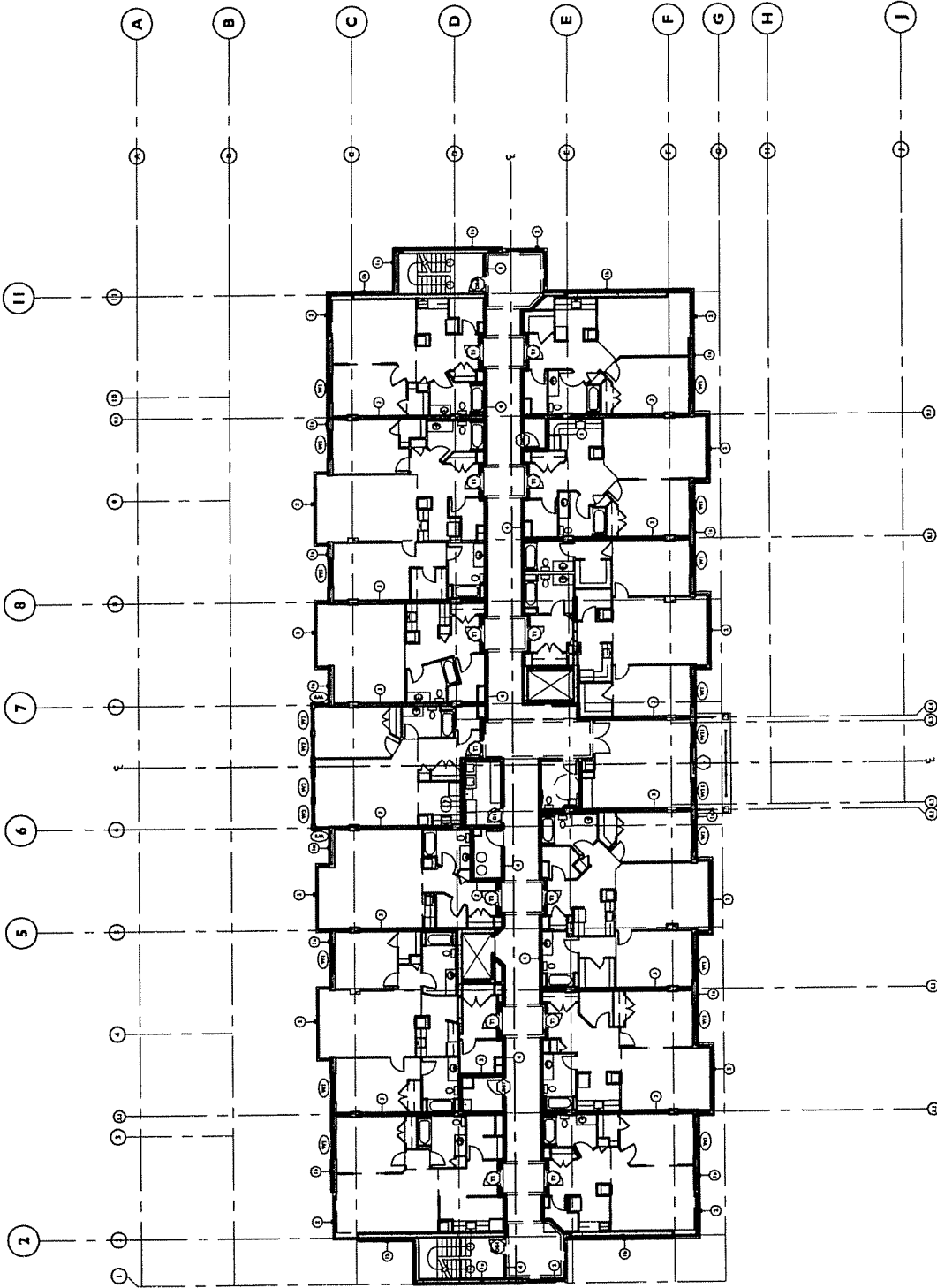
HALIFAX NS

Schedule "U" - Plan # 00915-006

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
 HALIFAX, N.S. B3K 1B6 902-422-1557

NTS
 27 JULY 2006



PLAN - Level 3-5

The BERKELEY at GLADSTONE RIDGE

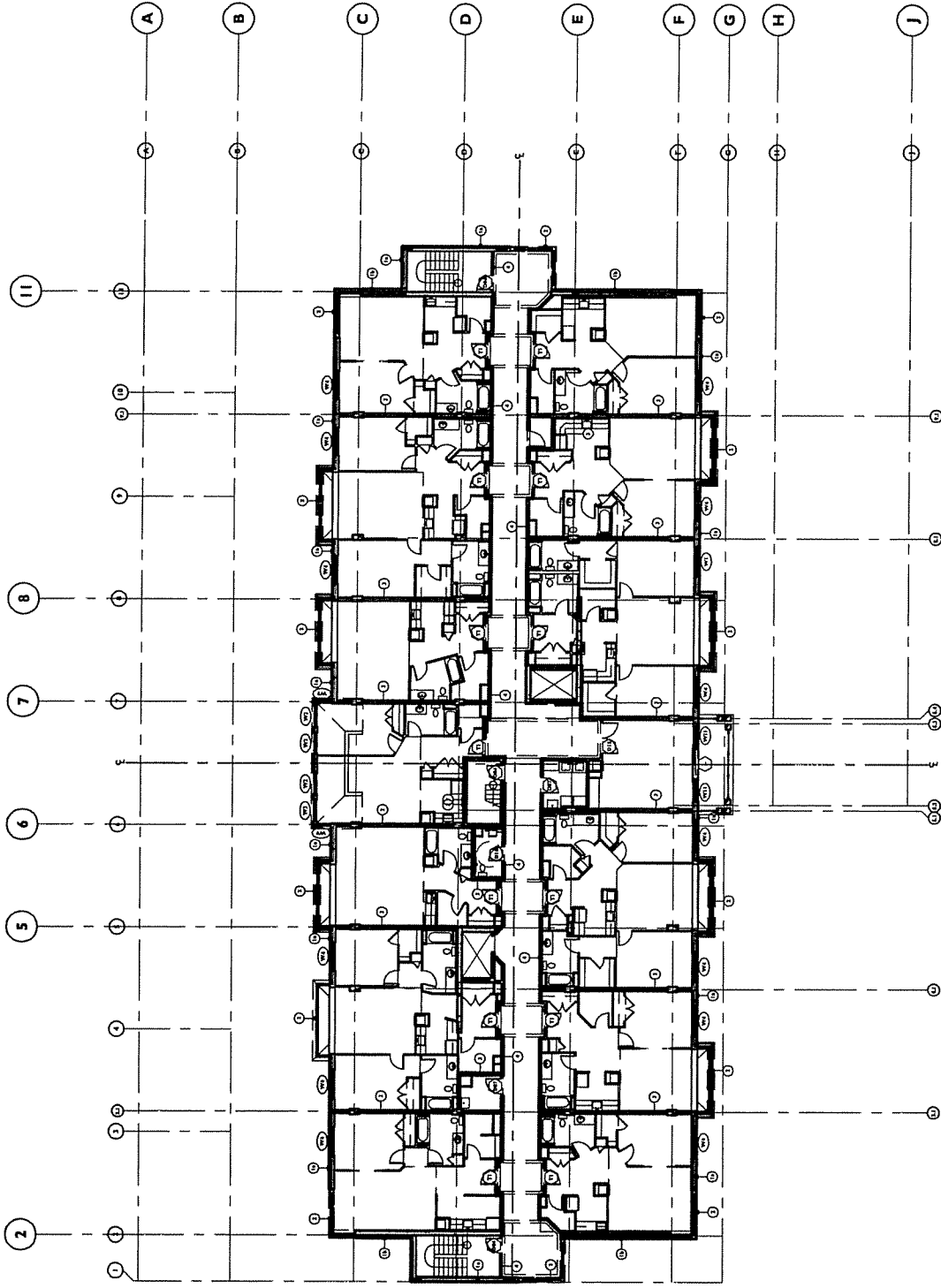
HALIFAX NS

Schedule "V" - Plan # 00915-007

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
 HALIFAX, N.S. B3K 1B6 902-422-1537

NTS
 27 JULY 2006



PLAN - Level 6

The BERKELEY at GLADSTONE RIDGE

HALIFAX NS

Schedule "W" - Plan # 00915-008

KASSNER/GOODSPEED ARCHITECTS

5663 CORNWALLIS STREET SUITE 200
 HALIFAX, N.S. B3K 1B6 902-422-1557

NTS
 27 JULY 2006

23rd Nov

K.B.

Document #
84144 352
Registered January 19/06

THIS AGREEMENT made this 23rd day of ~~October~~, 2004
BETWEEN:

WESTWOOD DEVELOPMENTS 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 wishes to obtain permission to construct a residential development on approximately 6.7 acres of land fronting on Gladstone and Clifton Streets, Halifax pursuant to Policy 2.3.3 of Section XI and Implementation Policy 4.6 of the Halifax Municipal Planning Strategy and Sections 92 and 99(5) of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Developer warrants that it is the registered owner of the lands described in Schedule A hereto (hereinafter called the "Lands")

AND WHEREAS a condition of the granting of approval of Council is that the Developer enter into an agreement with the Halifax Regional Municipality;

AND WHEREAS the Peninsula Community Council of Halifax Regional Municipality, at its meeting on the 12th day of July 2004, approved the said agreement to allow for a residential development on the lands subject to the registered owner of the lands described herein entering into this agreement (referenced as Municipal Case No. 00620);

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

APPROVED

Municipal Solicitor

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 and use of the Lands shall comply with the requirements of the Halifax Peninsula Land Use By-law and the applicable Subdivision By-law, as may be amended from time to time.

1.3 Applicability of other bylaws, statutes and regulations

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 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.

1.4 Conflict

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.

1.5 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 regulations, by-laws or codes applicable to any lands owned by the Developer.

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: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules / Use of Lands

The Developer shall develop and use the lands for a mixed residential development which, in the opinion of the Development Officer, is substantially in conformance with Plans No.001 - 015 filed in the Halifax Regional Municipality Planning and Development Services as Case 00620 and are attached as the following Schedules to this Agreement:

Schedule "A"	Legal Description of the Lands	-
Schedule "B"	Site Plan	Plan # 00620-001
Schedule "C"	Parking Plan	Plan # 00620-002
Schedule "D"	Tower Plan - Ground Floor	Plan # 00620-003
Schedule "E"	Tower Plan - Typical Floor	Plan # 00620-004
Schedule "F"	Low Rise - Ground Floor Plan	Plan # 00620-005
Schedule "G"	Low Rise - Second Floor Plan	Plan # 00620-006
Schedule "H"	Low Rise - Typical Floor Plan	Plan # 00620-007
Schedule "I"	Single Family - Floor Plans	Plan # 00620-008
Schedule "J"	Gladstone Street Elevation	Plan # 00620-009
Schedule "K"	Clifton Street Elevation	Plan # 00620-010
Schedule "L"	Materials Specification	Plan # 00620-011
Schedule "M"	Landscape Plan	Plan # 00620-012
Schedule "M-1"	Planting Plan	Plan # 00620-013
Schedule "N"	Public Open Space Plan	Plan # 00620-014
Schedule "O"	Public Open Space Preliminary Cost Estimates	Plan # 00620-015

2.2 Landscaping

- (a) A detailed landscaping plan prepared by a Landscape Architect shall be submitted with the application for Building and Development Permits. The landscaping plan shall provide details of the rooftop (podium) and grade-level open spaces as shown on Schedules "M", "M-1", "N" and "O". The plan shall specify all model numbers, quantities and manufacturers of site furnishings as well as construction details of landscaping features (benches, etc.) and details with regard to all landscaping/plant materials.
- (b) All landscaped areas, including rooftops and podiums above any structure, shall include a combination of deciduous and coniferous trees, shrubs, ground cover and site furnishings (including deck chairs, tables, benches, bicycle racks, pedestrian lighting and railings). Preference shall be given to evergreen ground cover as opposed to seasonal perennials. The developer shall ensure that all plant material is to conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas is to conform to the Canadian Nursery Sod Growers' Specifications.

- (c) Planting on the rooftop/ podiums shall be carefully selected for their ability to survive in rooftop environments. Rooftop deciduous trees shall have a minimum size of 45 mm caliper (1.8 inch diameter). Ground level deciduous trees shall have a minimum of 60 mm caliper (2.4 inch diameter). Coniferous trees shall be a minimum of 1.5 m (5 ft.) high. Two thirds (66 percent) of all shrub material shall have a minimum height or spread (whichever is the greatest) of 50 cm. (20 inches). Rooftop trees will be located in planting beds or containers.
- (d) It is the responsibility of the developer to ensure that the underground parking structures or other structures are capable of supporting loads for all landscaping as well as the anticipated mature weight of the plant material on the rooftop/podium.
- (e) 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 buildings, recreational amenities, 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 of walkways and driveways.
- (f) No occupancy permit shall be issued for any building constructed on the lands until such time as the landscaping associated with that phase of development has been completed in accordance with Section 2.2 (a through e). The Developer shall provide written certification from a Landscape Architect to the Development Officer indicating that all landscaping has been completed in accordance with the above. However, where such building has been completed and all other terms of this agreement, except for landscaping, have been met, 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 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. 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 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.

2.3 Public Open Space

The Public Open Space parcels, as shown on Schedule "N", shall be deeded by the Developer to the Municipality, pursuant to the open space requirements of the Municipal Government Act, prior to the issuance of an occupancy permit for the twelve storey multiple-unit residential buildings. Notwithstanding this, the provisions of clause 2.2 (f) shall apply in the event that the landscaping is not completed prior to the occupancy permit stage. The Developer shall be responsible for the cost and construction of all walkways, plazas, seating and retaining walls, planters, planting beds and sodding as shown on Schedules "N" and "O" to a maximum of \$70,000.00. Notwithstanding this, the provision of lighting of the public open space shall be

determined prior to the issuance of a Development Permit. An easement shall be provided in favor of the Municipality over the driveway which separates the open space parcels and the land within this easement shall be landscaped with a different texture or materials than adjacent driveways in order to provide a continuous public walkway between Gladstone and Clifton Streets. The Development Officer and the Developer shall consult with Real Property Planning with regard to the detailed design of the open spaces prior to the issuance of a Development Permit.

2.4 Architecture / Building Materials

The exterior building design and building materials shall be substantially in conformance with Schedules "K" and "L". Notwithstanding this, the Development Officer may approve minor modifications to the design and materials.

2.5 Solid Waste Facilities

The building shall include designated space for three stream (refuse, recycling and composting) 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 the General Manager of Solid Waste Resources.

2.6 Variations to Residential Units / Land Uses

The Development Officer may approve variations to the type and number of residential units, provided that the overall population density of the lands identified in Schedule "A" does not exceed 128 persons per acre and that the design is substantially in conformance with Schedules B through I. The single unit and semi-detached dwellings indicated in Section 2.8 shall be calculated on the basis of 4 persons per dwelling unit. Commercial uses or a residential / commercial mix may be permitted in the ground floor residential units of the low rise building abutting Gladstone Street (Schedules F and G) in accordance with the requirements of the C-2 zone.

2.7 Environmental Action Plan

The Developer shall submit a Final Remedial Action Plan with regard to site contamination with the application for Building and Development Permits. The Development Officer shall not issue a Development Permit until the final plan is reviewed and deemed acceptable by the N. S. Department of Environment and Labour.

2.8 Single Unit and Semi-Detached Dwellings

The siting of single unit and semi-detached dwellings shall be substantially in conformance with Schedule "B". The minimum side yards for the single unit dwellings fronting on Gladstone Street shall be 2 feet. There shall be no required front yard for single and semi-detached dwellings. Driveway access to the dwellings shall be from the rear lane as shown on Schedule "B".

2.9 Street Improvements

Street improvements within the Municipality's right-of-way which are associated with and directly adjacent to the development of the lands, including new curb, gutter and sidewalk along Gladstone Street and new pavement, curb and gutter along Clifton Street between the existing paved surface and the property line, shall be the responsibility of the Developer.

2.10 Non-Substantial Amendments

The following items are considered by both parties to be non-substantial matters and may be amended by resolution of the Peninsula Community Council:

- (a) changes to the exterior architectural appearance and/or the exterior materials of the building not permitted under Section 2.4, provided that such changes, in the opinion of Council, are non-substantial in nature;
- (b) changes to the landscaping requirements as described in Section 2.2 which, in the opinion of Council, are minor in nature;
- (c) changes to the time frame for completion of the development as outlined in Section 3.3.

2.11 Substantial Amendments

Amendments to any matters not identified under section 2.10 shall be deemed substantial and may only be amended in accordance with the approval requirements of the Municipal Government Act.

PART 3: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

3.1 Registration

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 for the registration cost incurred in recording such documents.

3.2 Subsequent Owners

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.

3.3 Completion of development

Upon the completion of the development or portions thereof, or within seven years from the date of registry of this Agreement with the Registry of Deeds, 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.

3.4 Issuance of Permits

The Municipality shall issue the necessary permits for the development upon the expiration of the fourteen day appeal period under Section 249 of the Municipal Government Act, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken; provided, however, that the Municipality shall not issue any occupancy permit for the development unless and until the development specified in the plans referred to in Part 2 hereof has been completed substantially in accordance with the said plans and the requirements of this Agreement have been met.

PART 4: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

4.1 Access

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 seven (7) days of receiving such a request.

4.2 Failure or default

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, then in each such case:

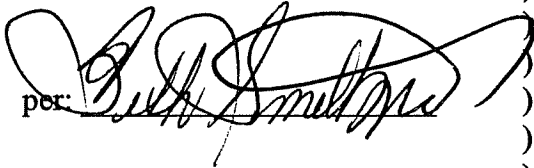
- a. the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;


- b. the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the 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 properly executed this Agreement as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

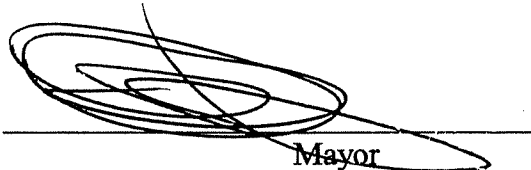
WESTWOOD DEVELOPMENTS LIMITED

per: 

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HALIFAX REGIONAL MUNICIPALITY

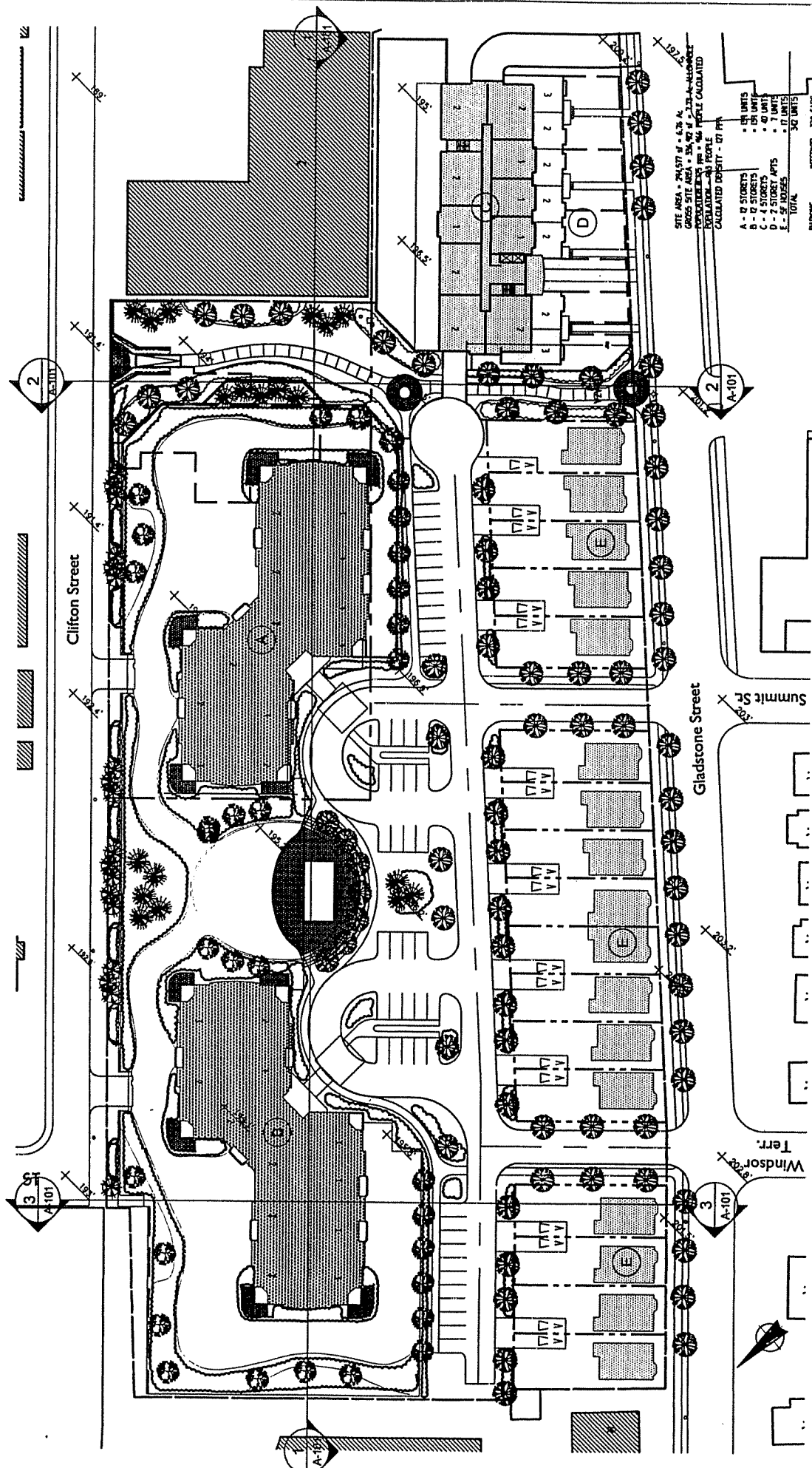
Sealed, Delivered and Attested
by the proper signing officers of
Halifax Regional Municipality
duly authorized on that behalf
in the presence of:

)
)
)
) Per 
) Mayor

Peter J. Kelly

per: Kelly Mackinnon
Ken Bencit

) Per Jan Gibson
) Municipal Clerk



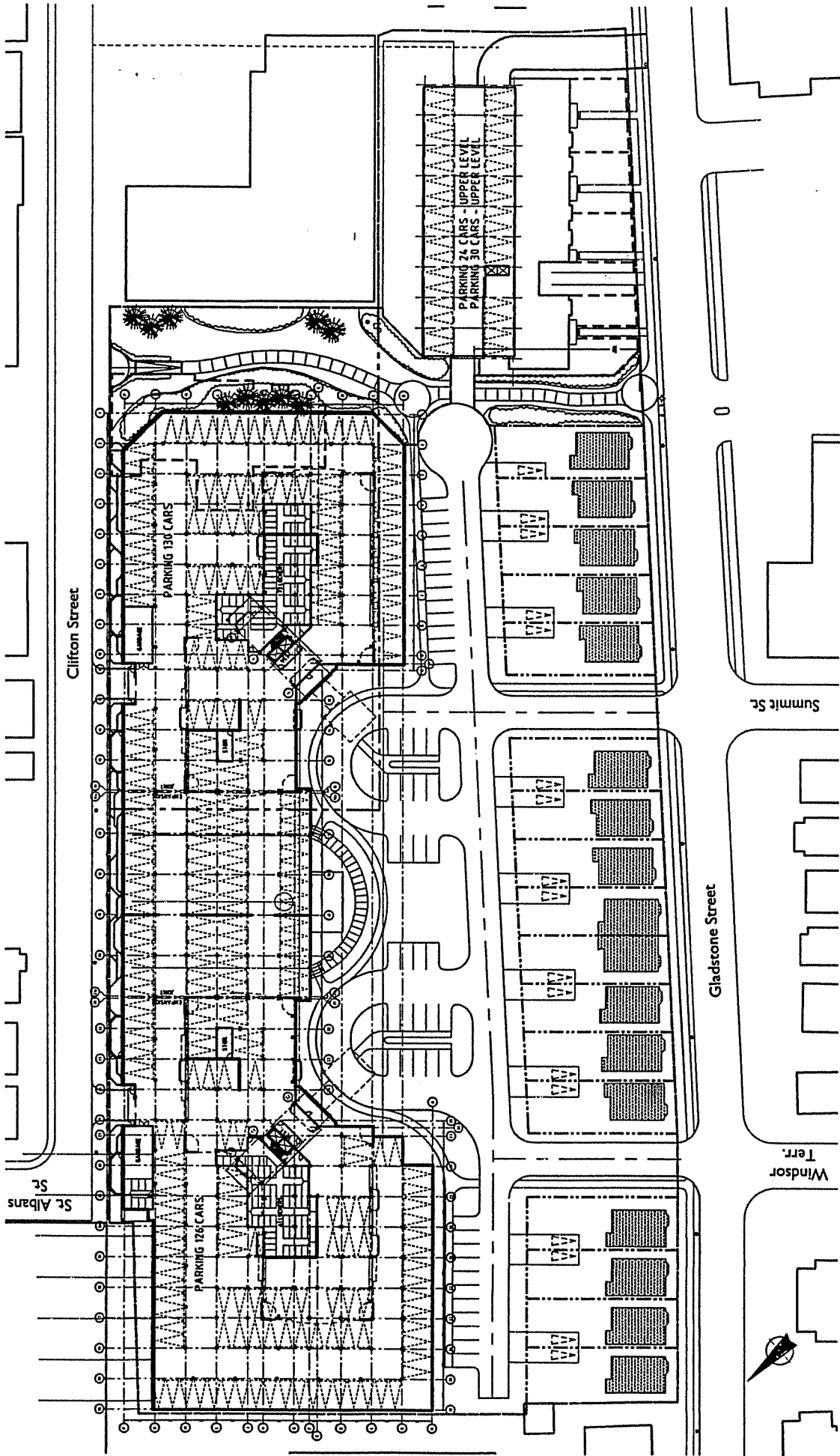
PROPOSED GLADSTONE LANDS DEVELOPMENT
WESTWOOD DEVELOPMENTS LTD.

Site Plan
SCHEDULE B - Plan # 00620-001

Schedule 'B' Site Plan Plan # 00620-001

SCALE 1"=60'
Jun 11, 2004

**KASSNER
GOODSPEED
ARCHITECTS**
5143 CONNORVILLE STREET, SUITE 200
HALIFAX, N.S. B3K 1M6 902-423-1577



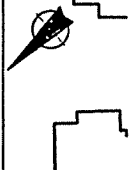
Parking Plan
 SCHEDULE C - Plan # 00620-002

SCALE 1"=30'
 Jun 09, 2004

Schedule "C" Parking Plan Plan # 00620-002

PROPOSED GLADSTONE LANDS DEVELOPMENT
 WESTWOOD DEVELOPMENTS LTD.

**KASSNER
 GOODSPEED
 ARCHITECTS**
 543 CORNWALLS STREET, SUITE 200
 HALIFAX, N.S. B1K 1K6 902-422-1157



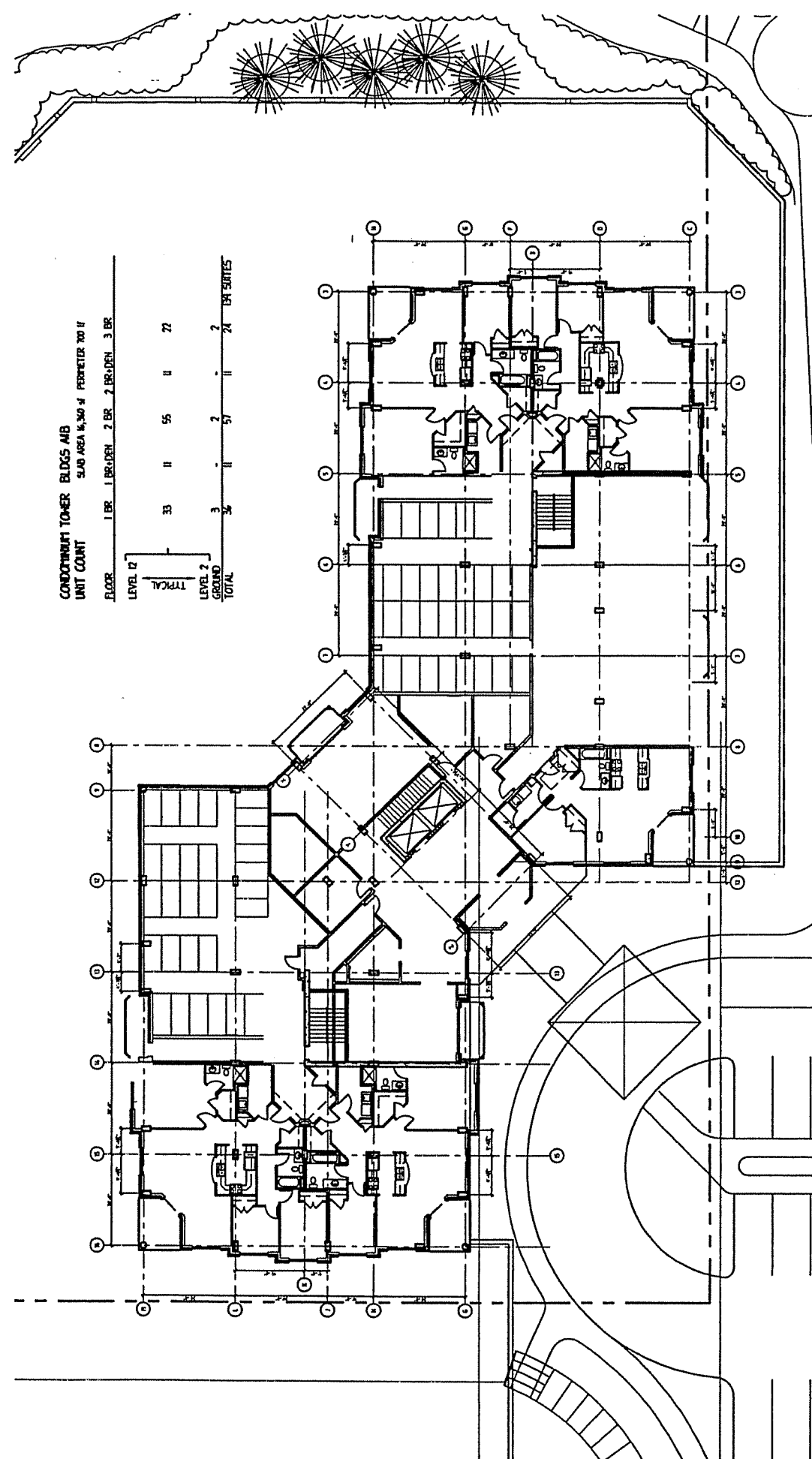
St Albans St

Clifton Street

Gladstone Street

Summit St

Windsor Terr.



CONDOMINIUM TOWER BLDGS A/B
 UNIT COUNT
 SLAB AREA 1/4, 3/4 & PERIMETER 200 IF

FLOOR	1 BR	2 BR	3 BR	4 BR	TOTAL
LEVEL 17	33	11	55	11	110
TYPICAL	3	11	57	11	82
GROUND	3	11	57	11	82
TOTAL	36	22	112	22	192

24 BR SUITES

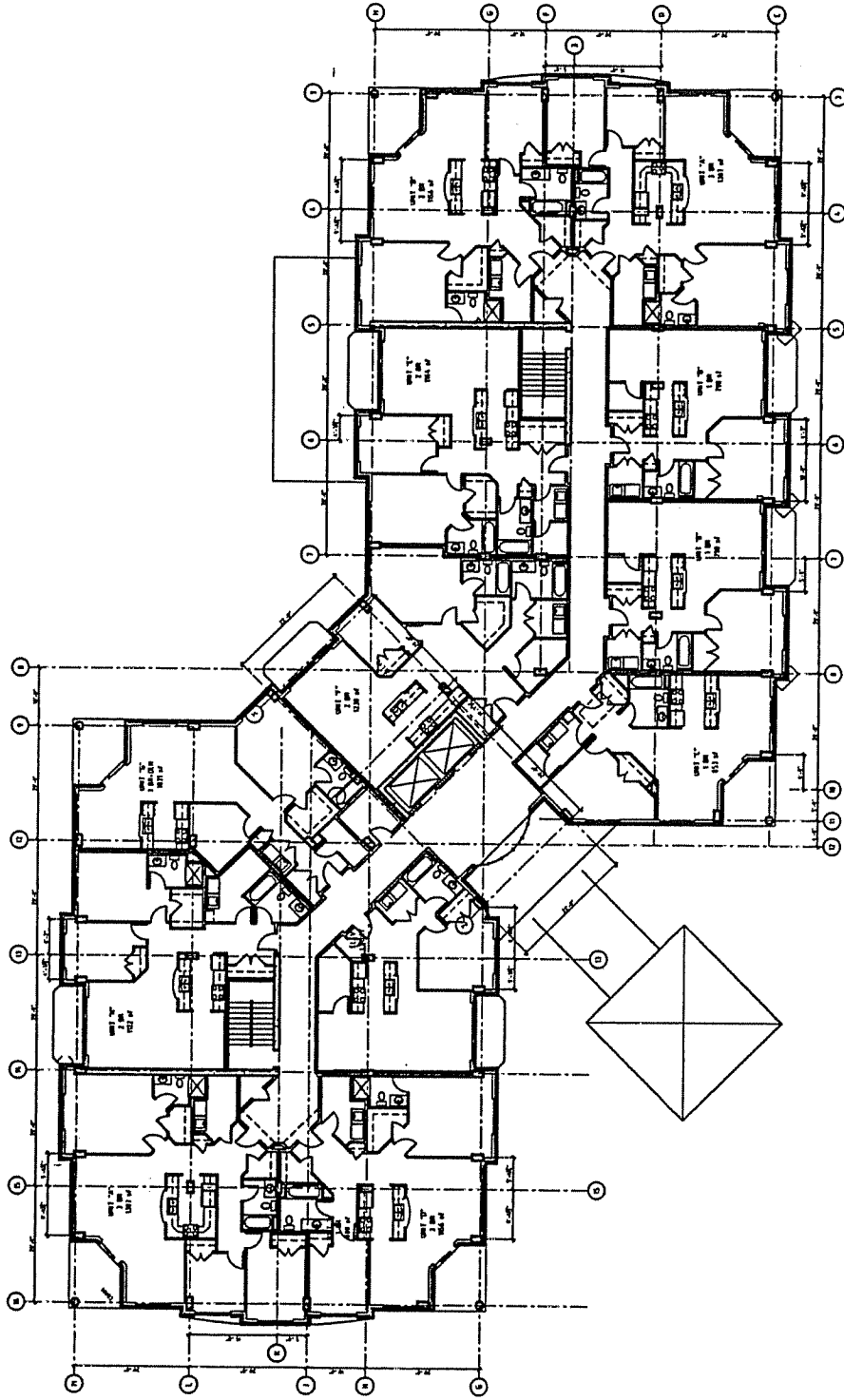
TOWER PLAN - GROUND FLOOR
 SCHEDULE D - Plan # 00620-003

PROPOSED GLADSTONE LANDS DEVELOPMENT
 WESTWOOD DEVELOPMENTS LTD.

Schedule "D" Tower Plan - Ground Floor Plan # 00620-003

KASSNER
 GOODSPEED
 ARCHITECTS
 5443 CORNWALLS STREET, SUITE 200
 HALIFAX, N.S. B3K 1M6 902-321-1577

SCALE 1"=20'
 JUN 09, 2004



PROPOSED GLADSTONE LANDS DEVELOPMENT

WESTWOOD DEVELOPMENTS LTD.

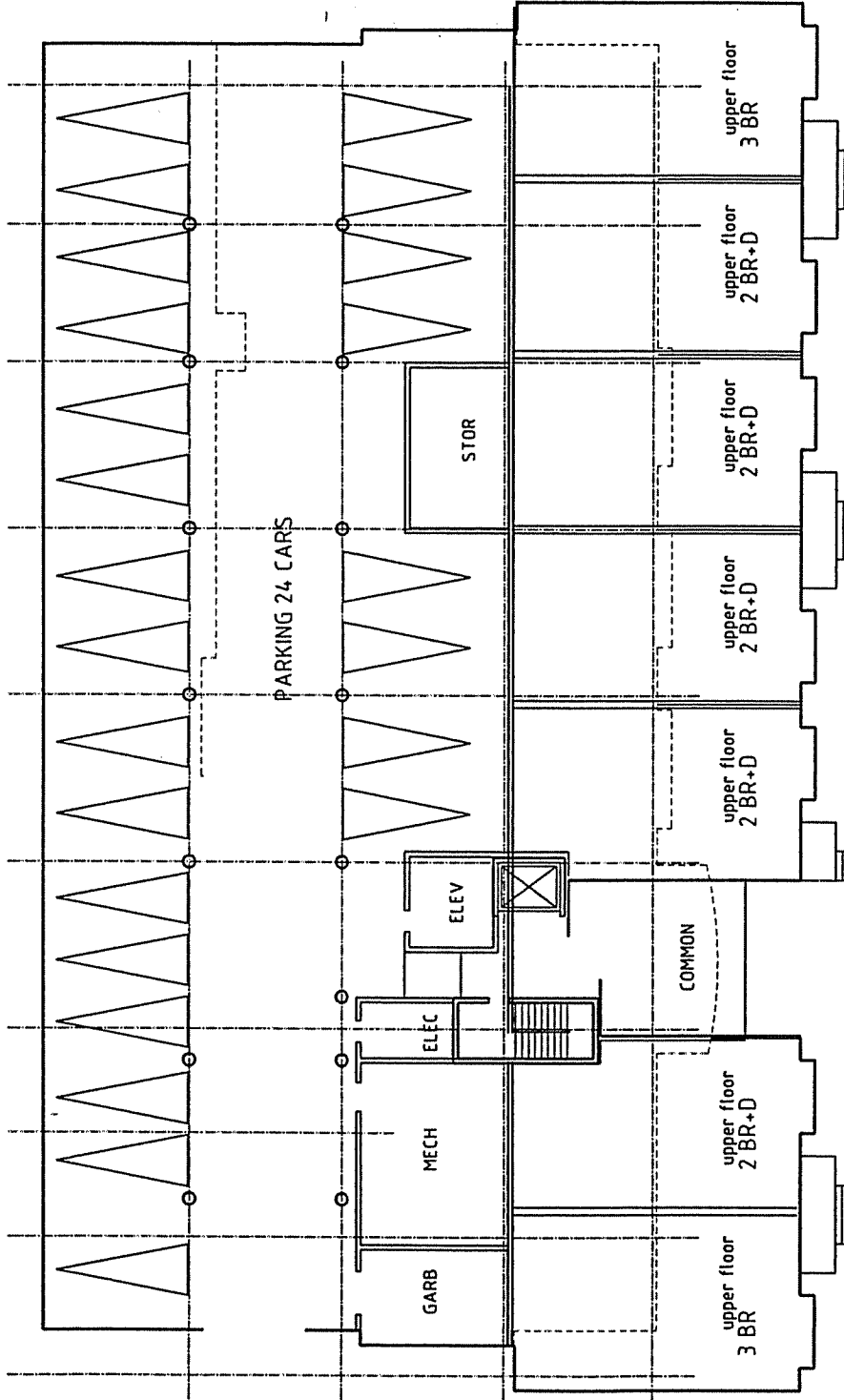
Tower Plan - Typical Floor
 SCHEDULE E - Plan # 00620-004

Schedule "E" Tower Plan - Typical Floor Plan # 00620-004

**KASSNER
 GOODSPEED
 ARCHITECTS**

543 CORNWALLS STREET, SUITE 300
 HALIFAX, N.S. B1K 1B6 902-412-1157

SCALE 1"=20'
 Jun 09, 2004



PROPOSED GLADSTONE LANDS DEVELOPMENT
WESTWOOD DEVELOPMENTS LTD.

Low Rise - Second Floor Plan
SCHEDULE G - Plan # 00620-006

Schedule "G" Low Rise - Second Floor Plan Plan # 00620-006

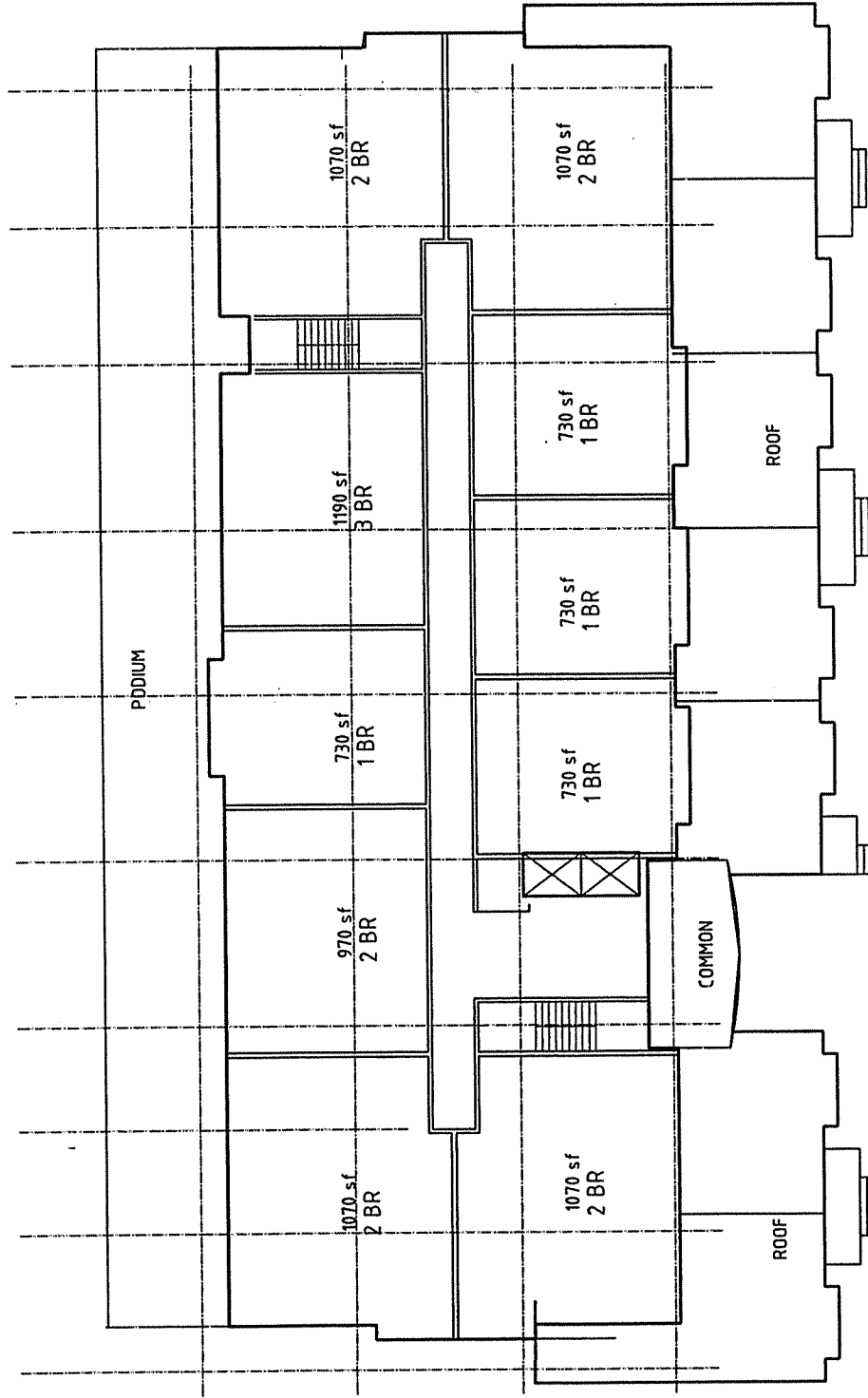
KASSNER
GOODSPEED
ARCHITECTS
543 CORNWALLIS STREET, SUITE 200
HALIFAX, N.S. B3K 1M4 902-402-1137

SCALE 1/8"=1'-0"
Jun 09, 2004

LOW RISE BLDG CD
UNIT COUNT SCHEDULE H - PLAN # 00620-007

UNIT	AREA (SF)	TYPE	COUNT	TOTAL AREA (SF)
1070	1070	2 BR	2	2140
970	970	2 BR	2	1940
730	730	1 BR	3	2190
1190	1190	3 BR	3	3570
COMMON				
ROOF				
TOTAL				10240

ATTACHED TO: LOW RISE / COMMON



Low Rise - Typical Floor Plan
SCHEDULE H - Plan # 00620-007

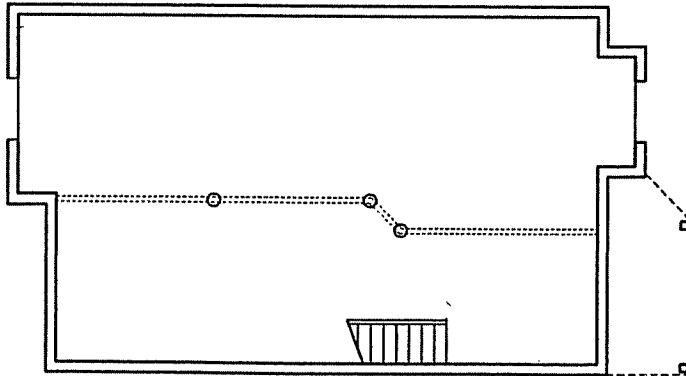
PROPOSED GLADSTONE LANDS DEVELOPMENT
WESTWOOD DEVELOPMENTS LTD.

Schedule "H" Low Rise - Typical Floor Plan Plan # 00620-007

SCALE 1/8"=1'-0"
Jun 11, 2004

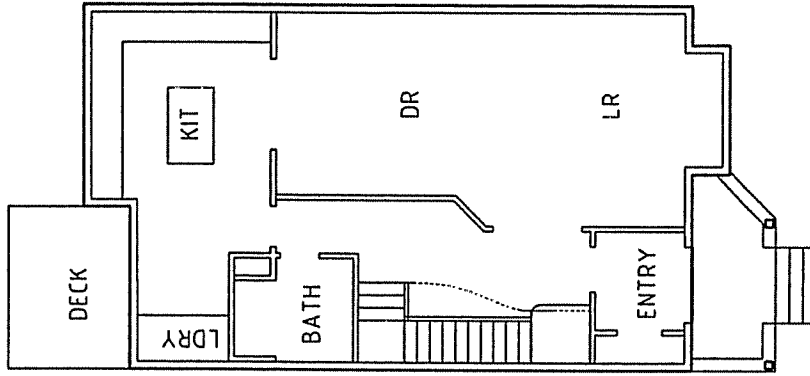
**KASSNER
GOODSPEED
ARCHITECTS**
543 CORNWALLIS STREET, SUITE 200
HALFAX, N.S. B1R 1B6 902-422-1157

820 SF



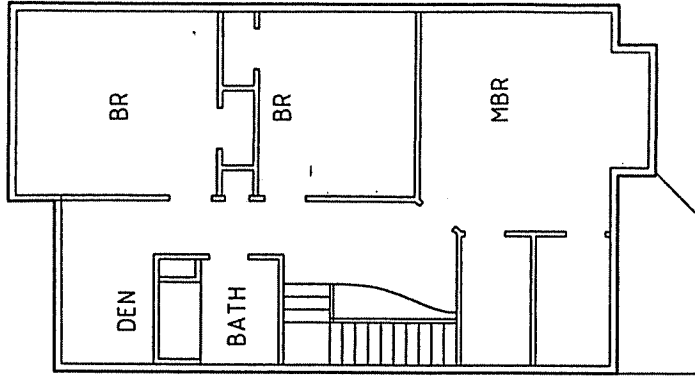
1 Basement
10' x 14'

880 SF



2 Ground Floor
10' x 14'

880 SF



3 Second Floor
10' x 14'

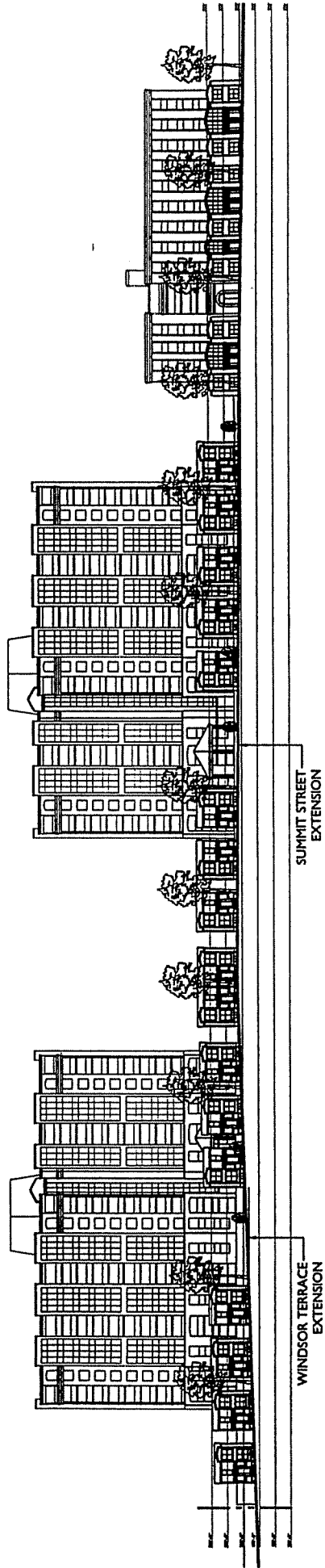
PROPOSED GLADSTONE LANDS DEVELOPMENT
WESTWOOD DEVELOPMENTS LTD.

Single Family House Plans
SCHEDULE 1 - Plan # 00620-008

Schedule "I" Single Family - Floor Plans Plan # 00620-008

**KASSNER
GOODSPEED
ARCHITECTS**
543 CORNWALL STREET, SUITE 200
HALIFAX, N.S. B3K 1M4 902-421-1517

SCALE 1/4"=1'-0"
Jun 09, 2004



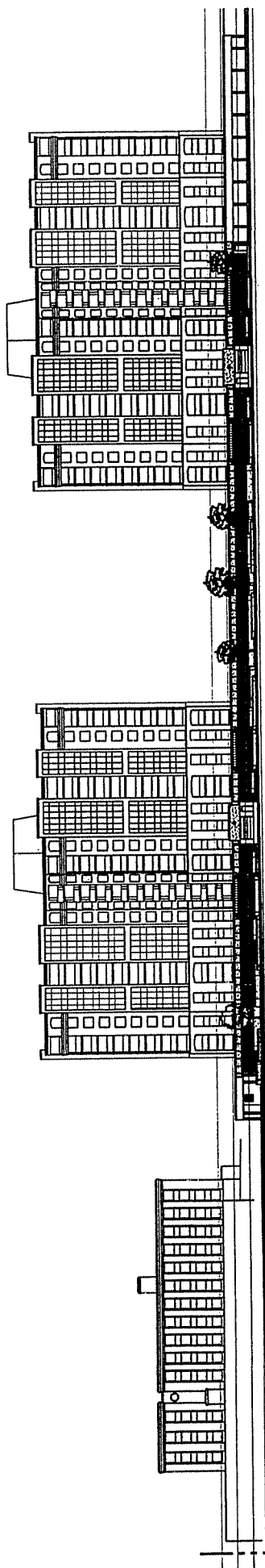
PROPOSED GLADSTONE LANDS DEVELOPMENT
WESTWOOD DEVELOPMENTS LTD.

Gladstone Street Elevation
SCHEDULE J - Plan # 00620-009

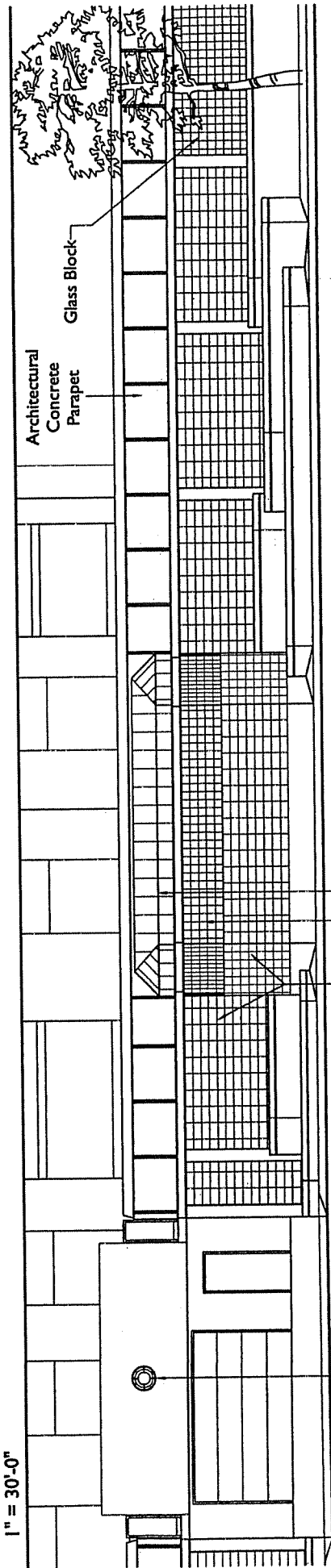
Schedule "J" Gladstone Street Elevation Plan # 00620-009

**KASSNER
GOODSPEED
ARCHITECTS**
5643 CORNWALLIS STREET, SUITE 200
HALIFAX, N.S. B1K 1M4 902-422-1517

SCALE 1"=60'
Jun 09, 2004



Elevation
1" = 30'-0"



Wall-mounted Luminaire

Metal Roof
Glass Block
Architectural Masonry

Architectural
Concrete
Parapet

Glass Block

Detail
1/4" = 1'-0"

PROPOSED GLADSTONE LANDS DEVELOPMENT

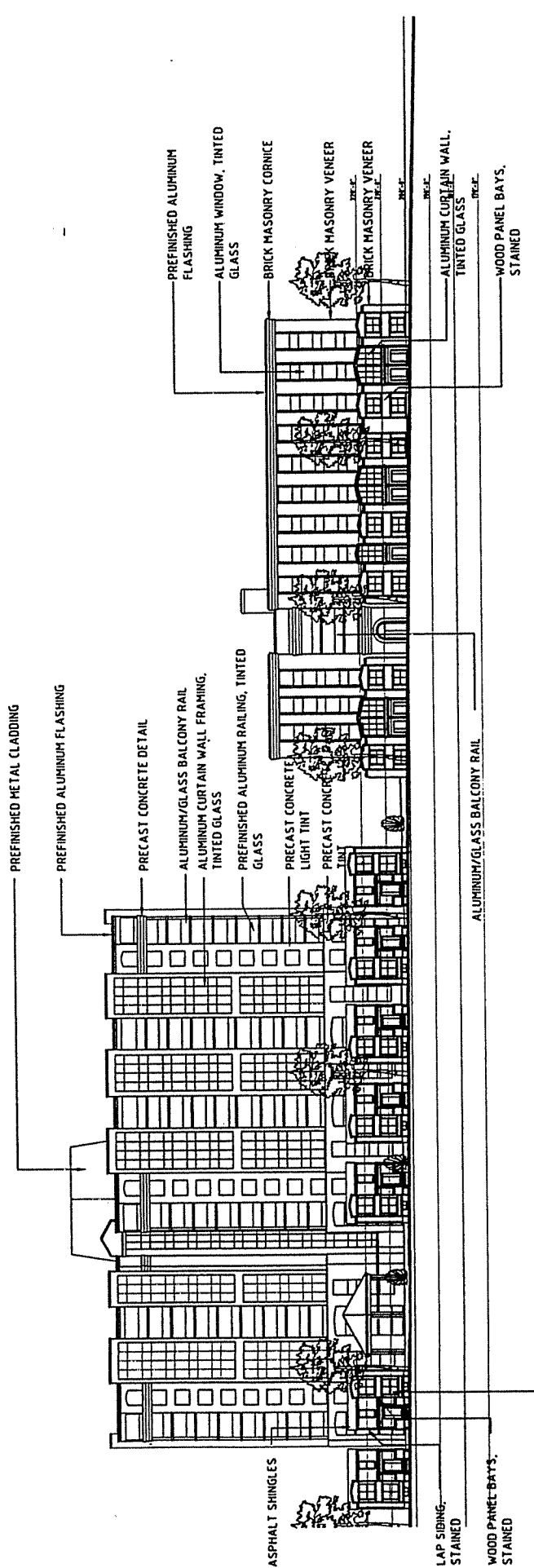
WESTWOOD DEVELOPMENTS LTD.

Clifton Street Elevation
SCHEDULE K - Plan # 00620-010

KASSNER
GOODSPEED
ARCHITECTS
5443 CORNWALL STREET, SUITE 200
HALEFAX, N.S. B3K 1M6 902-432-1557

Schedule "K" Clifton Street Elevation Plan # 00620-010

SCALE 1"=60"
Jun 10, 2004



PROPOSED GLADSTONE LANDS DEVELOPMENT
 WESTWOOD DEVELOPMENTS LTD.
 Gladstone Street Elevation - Materials Specification
 SCHEDULE L - Plan # 00620-011

SCALE 1"=20'
 Jun 09, 2004

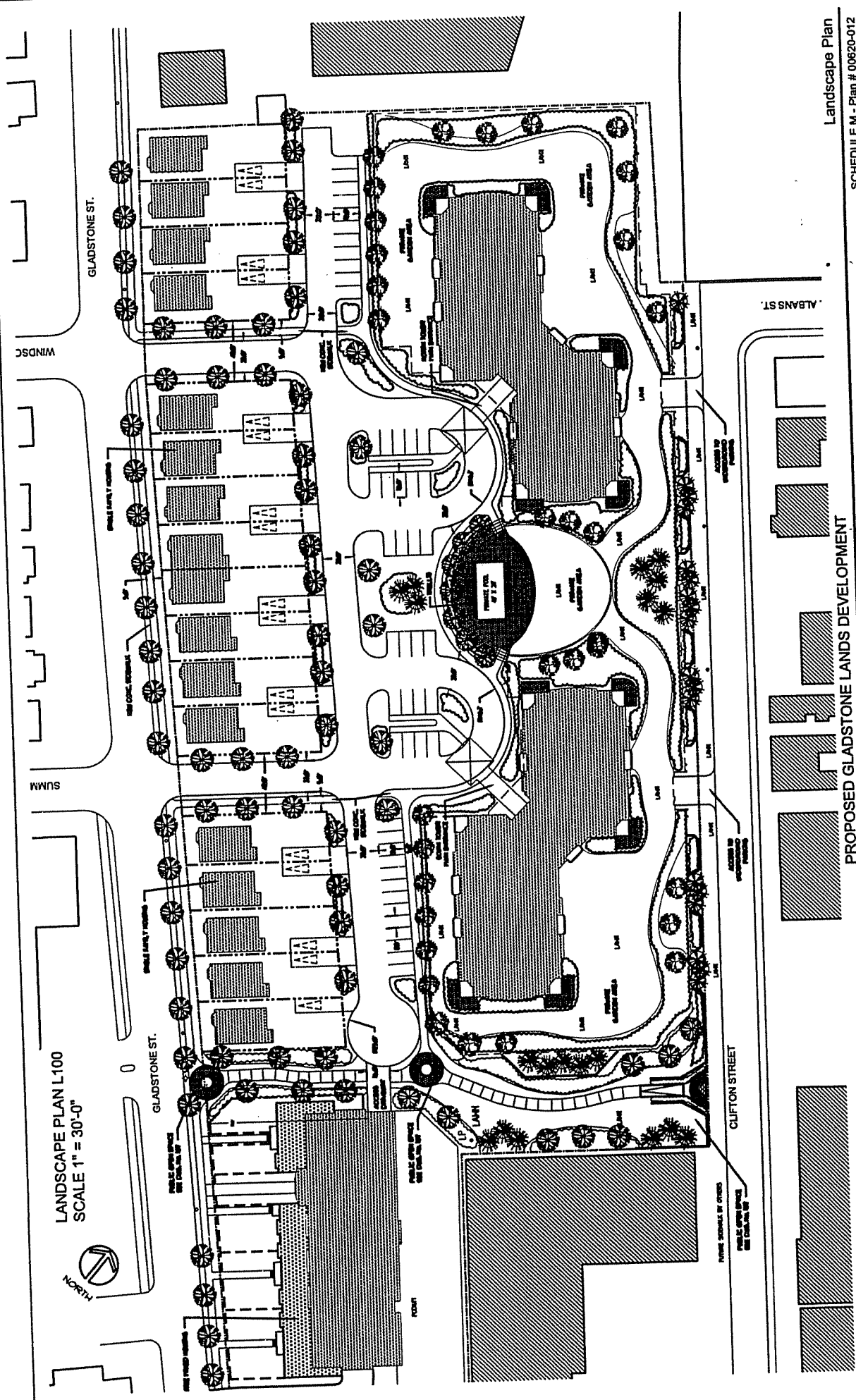
Plan # 00620-011

Materials Specification

Schedule "L"

KASSNER
 GOODSPEED
 ARCHITECTS
 5437 CONNORVILLE STREET, SUITE 200
 HALIFAX, N.S. B3K 1M6 902-422-1557

LANDSCAPE PLAN L-100
SCALE 1" = 30'-0"



Landscape Plan
SCHEDULE M - Plan # 00620-012

SCALE 1"=30'
Jun 09, 2004

Schedule "M" Landscape Plan Plan # 00620-012

PROPOSED GLADSTONE LANDS DEVELOPMENT

WESTWOOD DEVELOPMENTS LTD.

**KASSNER
GOODSPEED
ARCHITECTS**
5403 CORNWALLIS STREET, SUITE 200
HALIFAX, N.S. B3K 1B6 902-412-1537

PLANTING PLAN
SCALE 1" = 20'-0"



SOBEYS

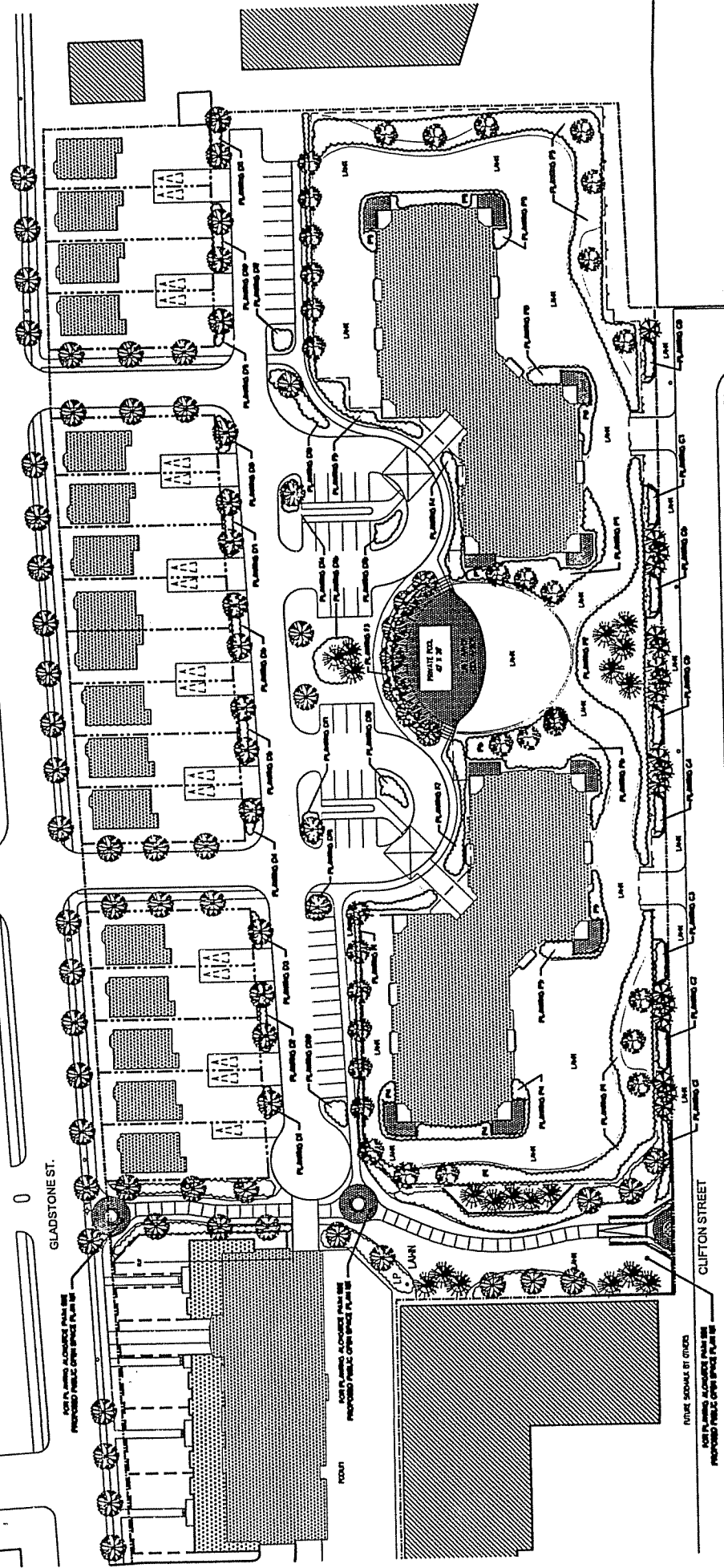
SUMMIT ST

GLADSTONE ST.

WINDSOR TER

GLADSTONE ST.

CLIFTON STREET



SOBEYS ALLOCATED PARKING
PROPOSED PUBLIC OPEN SPACE PLANTING

SOBEYS ALLOCATED PARKING
PROPOSED PUBLIC OPEN SPACE PLANTING

FUTURE SCHEDULE B1
SOBEYS ALLOCATED PARKING
PROPOSED PUBLIC OPEN SPACE PLANTING

CONCEPTUAL PLANTING SCHEDULES:
THE ABOVE PLAN ILLUSTRATES THE CONCEPTUAL PLANTING LAYOUT FOR THE GLADSTONE RESIDENTIAL DEVELOPMENT. THE PLANTING SCHEDULES OUTLINE THE ESTIMATED NUMBER AND SIZE OF PLANTING BEDS AND VARIOUS PLANT MATERIAL.
THIS INFORMATION IS NOT INTENDED TO REPRESENT A DETAILED PLANTING PLAN, OR TO INDICATE THE PRECISE NUMBER OF SHRUBS AND PLANTS TO BE USED.

PROPOSED GLADSTONE LANDS DEVELOPMENT

WESTWOOD DEVELOPMENTS LTD.

KASSNER
GOODSPEED
ARCHITECTS
543 CORNWALLIS STREET, SUITE 200
HAIFA, N.S. B3K 1B4 902-472-1537

Schedule "M-1" Planting Plan Plan # 00620-013

Planting Plan

SCHEDULE M1 - Plan # 00620-013a - 013

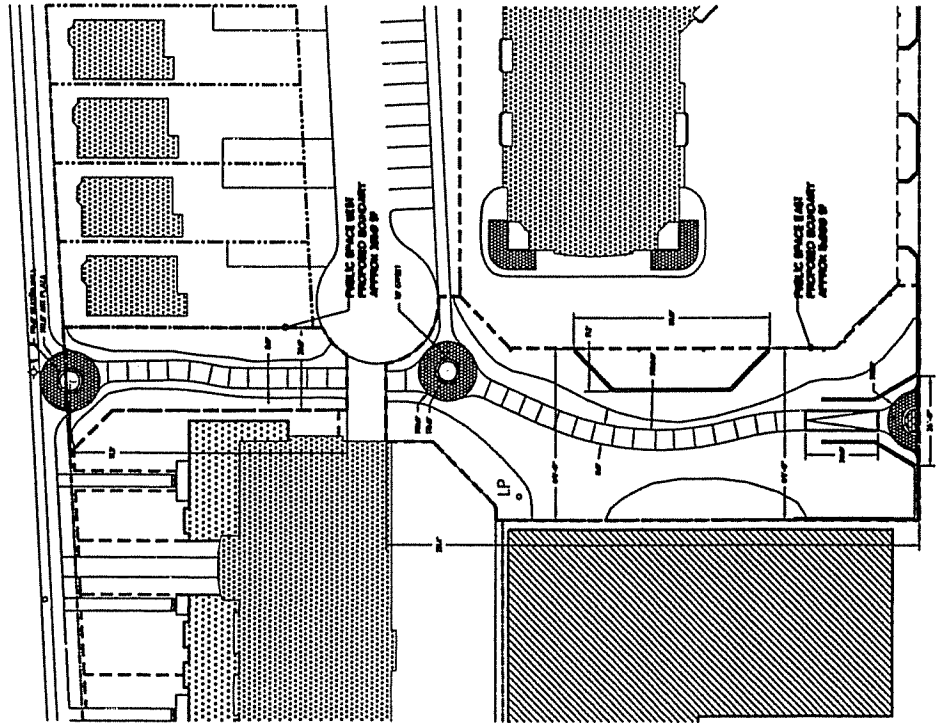
SCALE 1"=30'
Jun 10, 2004

LAYOUT (GEOMETRY) PLAN
SCALE 1" = 20'-0"

SOBEYS



GLADSTONE ST.



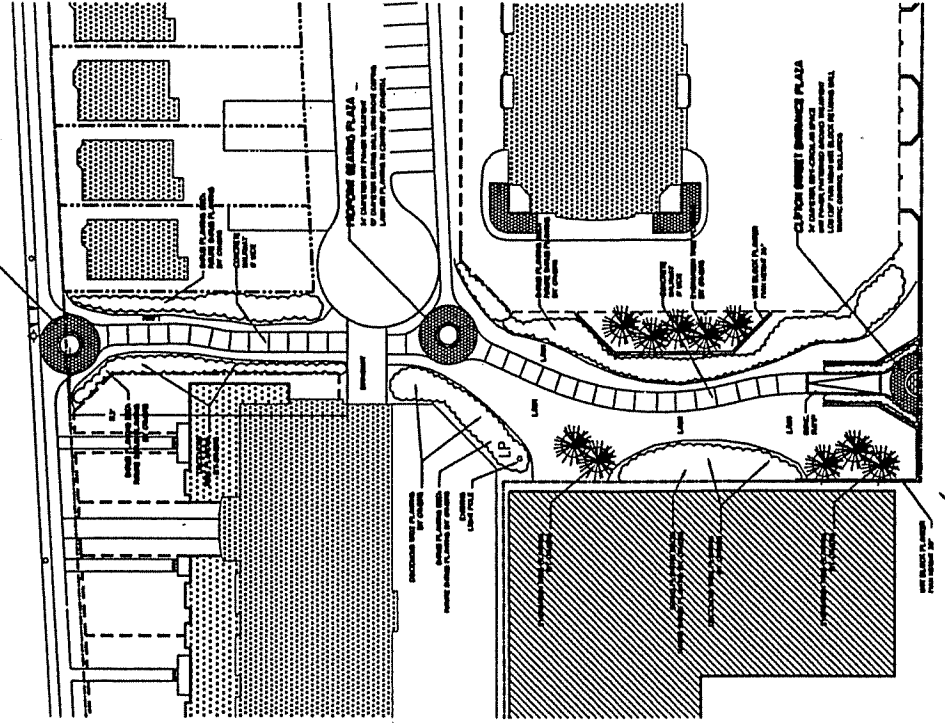
CLIFTON STREET

LAYOUT (MATERIALS) PLAN
SCALE 1" = 20'-0"

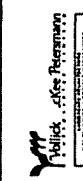
SOBEYS



GLADSTONE ST.



CLIFTON STREET



GLADSTONE RESIDENTIAL DEVELOPMENT
PUBLIC OPEN SPACE PLAN
JUNE 8th 2004 1" = 20' SCALE

DWG No.

L102

PROPOSED GLADSTONE LANDS DEVELOPMENT
WESTWOOD DEVELOPMENTS LTD.

Public Open Space Plan
SCHEDULE N - Plan # 00620-014

KASSNER
GOODSPEED
ARCHITECTS
1411 CONNORVILLE STREET, SUITE 208
VANCOUVER, BC V6L 1Y1

Schedule "N" Public Open Space Plan Plan # 00620-014

1" = 20'-0"

Schedule "O" Public Open Space Preliminary Cost Estimates Plan # 00620-015

PRELIMINARY OPINION OF COST FOR PUBLIC OPEN SPACE ASSOCIATED WITH GLADSTONE DEVELOPMENT

PUBLIC OPEN SPACE EAST - CLIFTON STREET ENTRANCE PLAZA TO MIDPOINT SEATING PLAZA (CUL DE SAC BULB)

Item	No.	Unit	Unit Cost	Total	REMARKS
NEW CONC. PATHS	1200	SF	5.00	6,000.00	160' +/- long x 8' wide
NEW CONC. RAMP	240	SF	6.50	1,560.00	Clifton St Entrance Plaza - 30' +/- long x 8' wide
RAILING	60	LF	40.00	2,400.00	Clifton St Entrance Plaza
UNIT PAVING SEATING PLAZA	380	SF	8.00	3,040.00	Midpoint Plaza - 12' outer radius, 5; inner radius
UNIT BLOCK WALL	62	FF	30.00	1,860.00	Midpoint Plaza: 18" high seating wall, 31 lin. Ft. circum.
STONE COPING	31	SF	35.00	1,085.00	Midpoint Plaza
UNIT BLOCK RETAINING WALLS	300	FF	30.00	9,000.00	Evergreen planter against podium, 100' long, 30" high
UNIT PAVING ENTRANCE PLAZA	230	SF	8.00	1,840.00	Clifton St Entrance Plaza - 12' outer radius, 5; inner radius
UNIT BLOCK RETAINING WALLS	450	FF	30.00	13,500.00	Facing Clifton St, 180 LF, Ave 2' high
SHRUB PLANTING AREAS	383	SY	17.50	6,702.50	18" SOIL (3450 SF) Installed
EVERGREEN TREE AREAS	200	SY	17.50	3,500.00	18" SOIL (1875 SF) Installed
MULCH: SHRUB & TREE AREAS	583	SY	1.50	874.50	3" MULCH (5325 SF) Installed
SODDING OF LAWN AREAS	520	SY	7.50	3,900.00	INC. 6" SOIL (1600 SF) Installed
ESTIMATED TOTAL				55,262.00	

FOLLOWING ESTIMATED COSTS NOT INCLUDED

DECIDUOUS TREE PLANTING	12	LS	500.00	6,000.00	Min. 50mm caliper, WB deciduous stock, installed
EVERGREEN TREE PLANTING	11	LS	400.00	4,400.00	1800mm, WB evergreen stock, installed
SHRUBS	1	LS	12,000.00	12,000.00	Allow 380 no. 3 Gallon Shrubs in 145 SY area. Deciduous (70%) & Evergreen (30%) mix, installed

NO ALLOWANCES MADE FOR FOLLOWING:

DESIGN FEES or HST
 LIGHTING: Existing provision and effectiveness to be reviewed.
 FURNITURE: Seating wall provided.

PRELIMINARY OPINION OF COST FOR PUBLIC OPEN SPACE ASSOCIATED WITH GLADSTONE DEVELOPMENT

PUBLIC OPEN SPACE WEST - GLADSTONE STREET ART PLAZA TO CUL DE SAC BULB

Item	No.	Unit	Unit Cost	Total	REMARKS
NEW CONC. PATHS	815	SF	5.00	4,075.00	100' +/- long x 8' wide
UNIT PAVING: PLAZA	380	SF	8.00	3,040.00	12' outer radius, 5; inner radius
UNIT BLOCK WALL	62	FF	30.00	1,860.00	18" high seating wall, 31 lin. Ft. circum.
STONE COPING	31	SF	35.00	1,085.00	
SHRUB PLANTING BEDS	145	SY	17.50	2,537.50	18" SOIL (1300 SF) Installed
MULCH: SHRUB BEDS	145	SY	1.50	217.50	3" MULCH (1300 SF) Installed
SODDING OF LAWN AREAS	180	SY	7.50	1,350.00	INC. 6" SOIL (1600 SF) Installed
ESTIMATED TOTAL				14,165.00	

FOLLOWING ESTIMATED COSTS NOT INCLUDED

TREE PLANTING	12	LS	500.00	6,000.00	Min 50mm caliper, WB deciduous stock, installed
SHRUBS	1	LS	5,000.00	5,000.00	Allow 100 no. 3 Gallon Shrubs in 145 SY area. Deciduous (70%) & Evergreen (30%) mix, installed

NO ALLOWANCES MADE FOR FOLLOWING:

PUBLIC ART
 DESIGN FEES or HST
 LIGHTING: Existing provision and effectiveness to be reviewed.
 FURNITURE: Note, however, seating wall provided.