

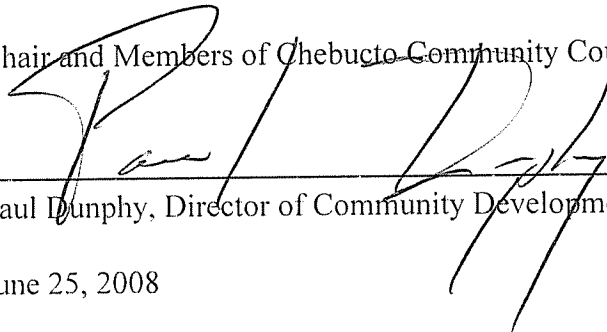
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PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Chebucto Community Council
July 8, 2008

TO: Chair and Members of Chebucto Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: June 25, 2008

SUBJECT: **Case 01173: Consolidated Development Agreements - Mount Royale, Main Avenue, Halifax**

ORIGIN

A technical correction/housekeeping matter to rectify an inadvertent error in document registration.

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. By resolution, approve the Stage 1, the Stage II Phase 1 and the Stage II Phases 2 and 3 Consolidated Development Agreements; and
2. Require that the Consolidating Agreements be signed and returned 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:

The original Stage I development agreement was registered in the Registry of Deeds. Unfortunately, the lands of the development just prior to the registration had been migrated to the new Land Registry system. All of the subsequent development agreements and amendments for this subdivision continued to refer to the Registry of Deeds document number instead of the number in the land Registry where the document was also filed by the owner.

Following is a history of the previously approved development agreements and amendments:

- A Stage I Development Agreement was approved by Council on April 4, 2005 for the entire Mount Royale project.
- An Amending Stage I Agreement was approved by Council on February 6, 2006 to allow non-substantive changes to the road network and open space configuration of the development.
- A Stage II Development Agreement for Phase 1 was approved by Council on June 12, 2006 for two multiple unit residential dwellings and a Community Entrance Park.
- Council approved amendments to the Stage I and Stage II, Phase I agreements in 2007 to allow for the addition of an institutional use, remove the limitation on the amount of commercial area allowed, and update the masterplan to reflect the most current information.
- A Stage II Development Agreement for phases 2 and 3 was approved by Council on January 8, 2007. This agreement permitted three multiple unit residential buildings, 50 townhouse units, 20 semi-detached units, 100 single family units, a Community/Neighbourhood Park hybrid (P1) and a District Park Entrance to the Mainland Common (parcel P2).
- Council approved an amendment to the Stage II for Phases 2 and 3 on May 5, 2008, to allow an alteration to the boundary of the District Park Entrance to the Mainland Common (P2).

DISCUSSION:

The Byblos Development Group Inc. has now begun to start closing on assorted purchase and sales agreements throughout the Mount Royale subdivision. The various law firms involved identified a difficulty in locating the original Stage I agreement in the land Registry. This has an impact on the clarity of title for the purchasers. As a result, closings have been unable to take place. Byblos is anxious to resolve this problem and is willing to execute and file the Consolidated Development Agreements.

Once the mistake was identified, an expeditious remedy was sought. Consolidation of the amendments made to the three primary agreements (Stage I, Stage II Phase 1 and Stage II Phases 2 and 3) along with the correction of the original Stage I document registration number solves the immediate problem. It also makes it easier for purchasers and their lawyers to locate the development agreements which apply to their parcels. This also allows the removal of a number of registry and legal corrections that have been made over time in the Land Registry.

Staff has also taken this opportunity to remove property identification (PID) references within the text of the documents as many of the early PID numbers have been retired and many infant parcels have been created causing some further confusion. The Schedule "A" for each agreement which identifies the lands to which the document applies reflects the most current PID information available. The consolidated documents will be registered on the currently existing applicable PIDs.

As the consolidated documents are a compilation of several documents, all of which have been previously approved by Chebucto Community Council, it was considered only prudent that the consolidated versions also be brought to Community Council for their approval.

Public Information Meeting

Given the nature of this application, a Public Information Meeting was not required.

BUDGET IMPLICATIONS

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred 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, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

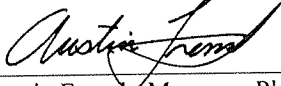
1. Council may approve the Consolidating Development Agreements (Attachments A, B and C). This is the recommended course of action.
2. Council may refuse to consolidate the existing Development Agreements. Pursuant to Section 230(6) of the *Municipal Government Act*, Council is required to provide reasons to the applicant justifying this refusal, based on policies of the MPS. This alternative is not recommended.

ATTACHMENTS

Map 1:	Zoning and Location
Attachment A:	Consolidated Stage I Development Agreement
Attachment B:	Consolidated Stage II Phase 1 Development Agreement
Attachment C:	Consolidated Stage II, Phases 2 and 3 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: Randa Wheaton, Senior Planner, 490-4499

Report Approved by: 
Austin French, Manager, Planning Services, 490-6717



Map 1 - Location and Zoning

Mount Royale Subdivision

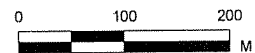
 Area of Stage I development agreement

Halifax Mainland By-Law Area

Zone

- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-4 Multiple Dwelling
- RDD Residential Development District
- K Schedule K
- C-1 Local Business
- I-2 Radio Transmitter
- I-3 General Industrial

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING 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 , 2008,
BETWEEN:

BYBLOS DEVELOPMENT GROUP

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

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY,

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain undeveloped lands located off Main Avenue, Halifax, formerly known as the Butler Brothers Limited lands and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on April 4, 2005, of a Stage I Development Agreement (Municipal Case No. 00567) relating to the primary design and planning for a mixed commercial/residential development on the Lands which said agreement was signed August 3, 2005, and recorded at the Halifax Land Registry on September 29, 2005, as Document Number 84639823 (hereinafter called "the Stage I Agreement");

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on February 6, 2006, of a non-substantive amendment to the Stage I Development Agreement (Municipal Case No. 00873) to allow modifications to the street network and the open space configuration which said agreement was signed on August 14, 2006, and recorded at the Halifax Land Registry on September 15, 2006, as Document Number 86132652 (this First Amending Stage I Agreement shall hereinafter be called "1st Amendment");

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on June 18, 2007, of an amendment to the Stage I Development Agreement (Municipal Case No. 00977) to allow the addition of an Institutional use, remove the limitation on the amount of commercial area allowed and update the masterplan to reflect the most current information which said agreement was signed on November 15, 2007, and recorded at the Halifax Land Registry on December 12, 2007, as Document Numbers 89529755, 89529854 and 89529888 (this Second Amending Stage I Agreement shall hereinafter be called "2nd Amendment");

AND WHEREAS the Stage I Agreement was registered under the wrong system (Registry of Deeds Document Number 83128802 registered on September 29, 2005) resulting in an incorrect document number being referenced in subsequent agreements; this consolidated Agreement remedies this matter by referencing the correct document number (Land Registry Document Number 84639823 registered on March 22, 2006);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on _____, 2008, of consolidated agreements for the Stage I, Stage II Phase 1 and the Stage II Phases 2 and 3 Development Agreements (Municipal Case No. 01173);

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 The Developer agrees that the Lands shall be subdivided, consolidated, developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.2 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 Mainland Halifax, as may be amended from time to time.
- 1.3 Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Subdivision By-law of Halifax, as may be amended from time to time.
- 1.4 Pursuant to Section 1.2 and 1.3, 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 subsequent Stage II Development Agreement for these lands), 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.
- 1.5 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 subsequent Stage II Development Agreement for these lands) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.6 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.

- 1.7 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

- 2.1.1 **The Developer shall not develop or use the Lands, primarily known as Mount Royale and formerly known as the Butler Brothers property, for any purpose other than a residential development with minor commercial uses, institutional and public open space which, in the opinion of the Development Officer is generally in conformance with Schedules B2, C2 and D2 (Plans No. 00977-0026, 00977-0027 and 00977-0036 filed in the Halifax Regional Municipality Planning and Development Services Department as Case 00977). (2nd Amendment)**

- 2.1.2 The Schedules to this Agreement are:

Schedule A Legal Descriptions of all of the Lands of Butler Brothers Limited, Main Avenue, Halifax

Schedule B2 Site Development Plan numbered 00977-0026

Schedule C2 Site Servicing Plan numbered 00977-0027

Schedule D2 Project Data Chart numbered 00977-0036 (2nd Amendment)

- 2.1.3 The Parties agree that Schedules **B2, C2 and D2 (2nd Amendment)** of this Agreement contain the proposed land uses, preliminary design schematics and servicing schematics for the development of the Lands and further agree that the aforementioned uses and schematics shall form the basis for negotiation and approval of any Stage II Agreement.
- 2.1.4 The Developer agrees that Schedules **B2, C2 and D2 (2nd Amendment)** of this agreement are consistent with the drawings and information provided to and studied by the Canadian Broadcasting Corporation for compatibility purposes.
- 2.1.5 Development permits shall only be granted for these lands after approval of Stage II Development Agreements by Community Council and execution of the documents by the Developer.

2.2 Land Use Controls

- 2.2.1 The Municipality acknowledges that the preliminary design schematics for the lands, as illustrated in Schedules **B2, C2 and D2 (2nd Amendment)** form the intent of both the Municipality and the Developer with respect to future development approvals. The use of the Lands permitted by this Agreement, subject to its terms, and as generally illustrated on the Schedules attached hereto, are the following:

2.2.2 More specifically the uses shall include:

- (a) A lower density residential area comprising:
 - 99 single detached dwellings in conformance with the Single Family Dwelling Zone (R-1) of the Halifax Mainland Land Use By-law;
 - 22 semi-detached dwellings in conformance with the Two-Family Dwelling Zone (R-2) of the Halifax Mainland Land Use By-law;
 - 54 townhouse dwellings in conformance with the Townhouse Zone (R-2T) of the Halifax Mainland Land Use By-law;
 - including tree habitat conservation areas as identified in 2.7.2 and to be further detailed in the Stage II Development Agreements;
- (b) A higher density residential area comprising a maximum of 900 apartment units within a maximum of ten buildings of varying heights which generally comply with the R-3 or R-4 provisions of the land use by-law but with detailed development standards, which may vary from the R-3 or R-4 standards, such as, but not limited to, a reduction in private landscape open space, where deemed reasonable and appropriate by Community Council, are to be determined as a component of the Stage II Development Agreements;
- (c) Heights and number of stories of multiple unit residential buildings shall be in accordance with the building and site plans that were provided to the Canadian Broadcasting Corporation and the basis for their November 2004 report entitled 'Engineering Report - Impact of the Butler Project on the CBC Broadcast Tower at Halifax (Geizer Hill), Nova Scotia' and Schedule **D2** (*2nd Amendment*);
- (d) **A mixed use building, Building 8, which includes residential uses and 36,000 sq. ft. (3,345 m²) gross floor area of commercial uses in accordance with the Minor Commercial Zone (C-2A) of the Halifax Mainland Land Use By-law; (*2nd Amendment*)**
- (e) Open space consisting of a Public Community Park (P1) of approximately 8.5 acres, a Public Mainland Common Secondary Entrance (P2) of approximately 4.6 acres and a Community Entrance Park (P3);
- (f) **An Institutional use in the form of a church to be located on Lot MU-10. (*2nd Amendment*)**
- (g) Accessory uses to the foregoing, including a sales office and construction trailer.

2.2.3 Notwithstanding Clause 2.2.2 (a), for the single detached and semi-detached dwellings, a minimum front yard setback of 15 feet to the front building face with projections, such as, but not limited to, stairs, balconies and bay windows, into that set back of no more than 5 feet may be permitted.

2.2.4 Notwithstanding Clause 2.2.2 (a), for the single detached, semi-detached and townhouse dwellings, the maximum height shall be 26 feet measured from the average grade surrounding the building to the building eaves.

- 2.2.5 Notwithstanding Clause 2.2.2 (a), for the single detached, semi-detached and townhouse dwellings, a minimum side yard of four feet may be permitted on one side of each dwelling provided that a minimum distance of 12 feet is maintained between main buildings.
- 2.2.6 Development on the Lands shall be in conformance with the land use allocations as shown on Schedule B2 (*2nd Amendment*). The Development Officer may permit modifications to the area and location of the Lands intended for residential/commercial/institutional/open space uses provided the changes are minor and serve to maintain or enhance the intent of this Agreement.
- 2.2.7 Development densities on the lands shall not exceed 39 persons per acre based on the total acreage of **67.55** (*2nd Amendment*) acres. Individual phases may develop at higher densities provided that the overall limit is not exceeded. Density tracking calculations shall be provided to the Planner/Development Officer with each Stage II application and/or application for permit.
- 2.2.8 The density is to be calculated by the theoretical population generated on the basis of: 1.0 person per bachelor unit; 2.0 persons per one bedroom unit; 2.25 persons per other apartment type unit; and 3.35 persons for single detached, semi-detached and townhouse units. **The equivalent density for the Church use shall be accepted to be a total of 6.67 theoretical persons.** (*2nd Amendment*)
- 2.2.9 **Notwithstanding Clause 2.2.2 (d), should the commercial uses exceed 36,000 sq. ft. (3,345 m²) gross floor area then an equivalent density should be identified for all of the commercial uses. The highest equivalent density should be applied to all of the commercial area in excess of 36,000 sq. ft. (3,345 m²) gross floor area and be included in the density calculations for the building and the whole project.** (*2nd Amendment*)
- 2.2.10 The number of single detached, semi-detached and townhouse dwellings may be increased or decreased by a maximum of 10 percent provided that the maximum density of 39 persons per acre is not exceeded. The Developer shall submit density tracking calculations with each application for a Stage II development agreement. (*2nd Amendment*)
- 2.2.11 The Developer agrees that an objective of this development is to provide an aesthetically pleasing streetscape which exhibits a complementary variety of house types and architectural designs. The architectural design of the buildings, particularly with respect to the front elevation designs, shall be varied and have a strong street presence. In this regard, a similar building plan having similar features, such as roof lines, facade articulation (projections/recesses), fenestration, primary exterior wall colour or materials or roof colour, etc., shall not be repeated within a three lot radius. Architectural detailing shall be encouraged on all buildings in order to add variety to the streetscape appearance, including but not limited to, front entry detailing, cornice treatment, quoining, decorative window and door mouldings and shutters. (*2nd Amendment*)

2.3 Phasing

- 2.3.1 No occupancy permit shall be issued for a building until all pertinent infrastructure applicable to the Lands is complete, subject to the appropriate sections of applicable Stage I and Stage II agreements.
- 2.3.2 The location and timing of phases for the project shall be undertaken as identified on Schedule **B2, the Site Development Plan numbered 00977-0026 and shall consist of:**
- Phase 1: Buildings 8, 9 and 10; a Church; the Community Entrance Park (P3);** (2nd Amendment) construction of the realignment of Main Avenue, while maintaining access to existing properties on Main Avenue to the northwest; and construction of the Regency Park Drive extension from North West Arm Drive to the realigned Main Avenue.
- Phase 2: Construction of Roads A, B, C, D and E; single family dwellings, semi-detached dwellings and townhouses on those roads; the Community Park (P1).
- Phase 3: Buildings 5, 6 and 7; Mainland Common Secondary Entrance (P2); and construction of Regency Park Drive extension from the Main Avenue realignment to the western boundary of the lands.
- Phase 4: Buildings 1, 2, 3 and 4; the construction of Road F and the townhouses on Road F.
- 2.3.3 Although Building 8, which contains a commercial use, is identified as being constructed within Phase 1, should the Developer determine that there is not yet a need for Building 8 at the Phase 1 stage then Building 8 may be constructed within a later Phase.

2.4 Environmental

- 2.4.1 The Department of Environment and Labour will require a remedial action plan by an environmental site professional to address the contamination found in limited areas, as identified in the Modified Phase I Environmental Site Assessment, as part of any development of the lands for residential purposes. Approval of the action plan by the Department of Environment and Labour and documentation verifying remediation of the lands is to be provided to the Development Officer prior to the issuance of development permits.
- 2.4.2 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.

- 2.4.3 In conjunction with Stage II applications and prior to the issuance of development permits, a master grading and drainage plan prepared by a professional engineer is to be completed which indicates the measures to be taken to prevent any surface runoff from the whole site (and the site which is the subject of the Stage II application) from entering the Chain Lake Watershed to the reasonable satisfaction of the Development Officer in consultation with the Development Engineer and the Halifax Regional Water Commission
- 2.4.4 No work on any Parcel will be permitted until an Erosion & Sediment Control Plan, Site Disturbance Plan and Stormwater Management Plan are submitted and approved by the Development Officer in consultation with the Development Engineer. These plans will form part of any Stage II Development Agreement approval.

2.5 Roads and Services

- 2.5.1 The Developers shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including sanitary sewer system, water supply system, stormwater sewer and drainage systems, 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 roads and services within the development shall be designed and constructed in conformance with all applicable regulations and specifications of the Municipality, or as otherwise approved by the Development Engineer, and any other approvals as required by any applicable agency. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developers. All construction shall be in accordance with Municipal specifications and By-laws.
- 2.5.2 The road pattern shall generally be as shown on Schedules **B2 and C2** (*2nd Amendment*) and may be altered only with agreement from the Development Officer provided that Municipal Services Specifications are followed. The Development Officer may approve development of the road system after the approval of the Stage I Development Agreement. All roads and driveways, with the exception of those for single family dwellings and semi-detached dwellings, are to be designed to accommodate emergency vehicle weight, access and turning requirements.
- 2.5.3 Utility easements shall be provided as necessary but the use of easements shall be limited to locations where construction within street rights-of-way are not feasible.
- 2.5.4 The road pattern shall include allowance for a right-of-way to provide access to the undeveloped lands to the south of this development and a road is to be constructed to the property limit in order that the adjacent lands are not prejudiced.
- 2.5.5 Due to the road realignment of Main Avenue to accommodate Regency Park Drive, the Halifax Regional Water Commission will require that the appropriate easements be provided

for its transmission mains in the Main Avenue corridor. The existing easement for access to the existing water reservoir shall be maintained.

- 2.5.6 North West Arm Drive is a controlled access street, as such any proposed access/intersections to Regency Park Drive shall be a minimum of 60 metres (196.85 feet) from the intersection with North West Arm Drive.
- 2.5.7 Engineering infrastructure shall not encumber the proposed Public Parkland or future recreation programming opportunities. Adequate allowance for storm water management facilities shall be made and shall not compromise Public Parkland without the approval of the Development Officer in consultation with Real Property Asset Management's Real Property Planning.
- 2.5.8 Site servicing shall be accomplished so as to have minimal impact on the existing trees to be preserved as identified on Schedule **B2** (*2nd Amendment*) and further detailed on the Tree Habitat Conservation/Landscape Plan.
- 2.5.9 No blasting activities shall occur within 100 feet of any Halifax Regional Water Commission reservoir structure or large diameter water main.
- 2.5.10 All utility services including, but not limited to, sewer, water, gas, power and telecommunications for multiple unit residential dwellings, single detached dwellings, semi-detached dwellings and townhouses shall be underground from the property boundary. All services within the street rights-of-way shall be conveyed to the appropriate utility.
- 2.5.11 All driveways shall meet the requirements of the Streets By-law (S300) and, where feasible, shall be located on the street with the lesser traffic volumes.
- 2.5.12 All parking areas, driveways and circulation aisles shall be asphalt or concrete.
- 2.5.13 All road construction shall occur as identified in the phasing section (2.3) of this agreement or prior to the identified phase. Uninterrupted access shall be maintained to properties owned by others on Main Avenue during the course of the development.

2.6 Open Space

2.6.1 Public Parkland

- 2.6.1.1 Public Open Space shall be supplied at the ratio of 5 acres of developable, accessible and visible land per every 1000 theoretical persons of population based on the calculation used in Section 2.2.5 of this document. The HRM owned lands which form part of the Community Entrance Park (P3) shall not be included in the parkland dedication.

2.6.1.2 The Developer shall deed to HRM:

- a) Upon completion of Phase 2, a Community/Neighbourhood Park hybrid (P1) of a minimum of 5 acres (20,235 sq m) with sufficient road frontage on Road "A", Road "B" and Road "F". This park shall be designed to accommodate, at reasonable development cost, a minimum of one regulation size sports field and additional community park amenities such as a parking lot, land use buffers, play structures, pedestrian connections from the adjacent residential complexes and Regency Park Drive extension;
- b) Upon completion of Phase 3, a District Park Entrance to the Mainland Common (P2) of a minimum of 4.0 acres (16,188 sq m) with sufficient road frontage on the future Regency Park Drive. This park parcel shall be designed to accommodate a park driveway entrance from the future Regency Park Drive, a minimum of a 50 car parking lot, and a Primary Trail connection to the Mainland Common District Park.

2.6.1.3 Should the ratio of 5 acres of developable, accessible and visible land per every 1000 theoretical persons of population not be achievable by design or circumstance, the developer shall compensate in the form of Equivalent Value Park Development. The Equivalent Value is determined by converting the land area into a dollar figure based on the assessed value of the subdivided serviced land. Park development opportunities will be determined once dollar values have been established and will follow the HRM Parks and Openspace Planning Guidelines. Using Park Development equivalent value principles, park infrastructure elements may include a finished sports field, parking lot, trails, benches, lighting, fencing, etc. Facility construction within the development shall be undertaken by the Developer to the extent of the land value of the area of reduction in consultation with the Development Officer and Real Property Asset Management's Real Property Planning.

2.6.1.4 These lands shall be free of legal, environmental, or physical encumbrances. "Encumbrances" mean, for the purposes of Park Dedication, legal, environmental, or physical constraints on the property that may limit its use and management or present an unreasonable development or remediation costs to the Municipality.

2.6.1.5 Using the HRM Parks and Openspace Guidelines and in consultation with Real Property and Asset Management's Real Property Planning, the Developer shall:

- a) Prepare, during the Stage II Development Agreement process for the appropriate phase, Park Development Site Plans and preliminary cost estimates for P1, P2, and the Community Entrance Park (P3). These Site Plans and Cost Estimates shall be approved by the Development Officer in consultation with Real Property and Asset Management's Real Property Planning;
- b) equip parcels P1, P2 and P3 with HRM approved water and sewer laterals, power, lighting, communications service, sidewalks and driveways where identified as required on the Park Development Site Plans during the appropriate phase.

2.6.1.6 The proposed Parkland shall remain in its natural undisturbed condition until the Park Development Site Plan is approved by the Development Officer in consultation with Real Property and Asset Management's Real Property Planning.

2.6.1.7 The parkland and open space with site development shall be deemed to meet all of the requirements of the Halifax Subdivision By-law with respect to required open space dedication.

2.6.2 Tree Habitat Conservation/Buffer Areas

2.6.2.1 The Developer agrees that tree habitat conservation, where possible, is an important natural environment conservation objective and provides an opportunity for buffering between uses. In this regard, no tree habitat containing living trees having a caliper of 4 inches (100 mm) or greater shall be disturbed within a minimum of 20 feet of the rear property line on any residential detached, semi-detached or townhouse dwelling lot, as generally identified as tree buffer on Schedule **B2** (*2nd Amendment*), and more specifically identified on the tree habitat conservation/ buffer/landscape plan submitted with any Stage II applications and approved by the Development Officer in consultation with Real Property and Asset Management's Real Property Planning. The eradication of invasive species of plant material may be undertaken in areas of conservation.

2.6.2.2 Notwithstanding section 2.6.2.1 of this Agreement, within the tree habitat conservation/buffer areas, where a tree poses a danger to people or property, the Developer shall provide to the Development Officer an Arborist's Report, prepared by a certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with equivalent qualifications engaged by the Developer or lot owner, which certifies that a tree poses a danger to people or property on the basis of which the Development Officer may permit the tree to be removed.

2.6.2.3 If trees or habitat are removed/damaged beyond repair within the designated Tree Habitat Conservation/Buffer Areas, with the exception of those to be removed in accordance with section 2.6.2.2, the Developer or the land owner at their own expense shall replace the trees, one for one, with trees as directed by the Development Officer, in consultation with Real Property Asset Management's Real Property Planning and the Urban Forestry Business Unit.

2.6.2.4 The Developer agrees that the Tree Habitat Conservation/Buffer Area as described in Section 2.6.2.1 of this agreement and as generally identified as tree buffer on Schedule **B2** (*2nd Amendment*) shall be delineated as easements on all applications for Stage II development agreements, final subdivision approval, development/building permit applications and be included in all applicable lot deeds.

2.6.2.5 The Developer shall include the following clause on the subdivision plan, on all location certificates and in every agreement of purchase and sale and every lease or rental agreement for the residential detached, semi-detached and townhouse dwelling units. Copies of the standard form shall be provided to the Development Officer for verification purposes.

“Tree Habitat Conservation/Buffer Area:

A portion of this lot is designated as a Tree Habitat Conservation Area and Land Use Buffer and shall only be used for habitat conservation purposes, the retention of existing trees and the planting of similar native trees intended to ensure the sustainability of and the long term viability of this conservation area and for visually screening and/or separating adjacent land uses whether they be residential, recreation, conservation, commercial, etc. No buildings or structures of any kind, including accessory buildings, swimming pools and any like recreational facilities, shall be erected or permitted. No grade alterations shall be permitted within this area.”

2.6.2.6 All Tree Habitat Conservation/Buffer Areas shall be temporarily marked on site for verification by the Development Officer, or designate, prior to the commencement of any site work.

2.6.2.7 The Developer agrees that tree habitat conservation, where possible, is an important natural environment conservation objective and shall use discretion and judgement to retain as many trees as possible throughout the rest of the project.

2.6.3 Streetscape

2.6.3.1 Suitable streetscape landscaping and buffering for adjacent uses shall be provided along Regency Park Drive extension, Main Avenue and the internal roads. Proposed streetscape landscaping shall be identified on the required landscape plans as part of the Stage II Development Agreement applications.

2.7 Stage II Development Agreements

2.7.1 As referenced in Part 2 of this Agreement and with reference to the Schedules, the following information, at a minimum, shall be submitted, as deemed appropriate by an HRM Planner, with any Stage II Development Agreement:

- a) proposed building design plans, exterior appearance including architectural detailing and all construction materials, elevation drawings and signage;
- b) site plans showing building footprints, lot coverage, yard dimensions, and land use buffers with their dimensions and or specifications;
- c) vehicular access/egress points, parking area layout, number of spaces (underground and surface) and driveway widths and radii;
- d) provision and identification of useable amenity areas (indoor and outdoor, private and public) and features, facilities and site furnishings;
- e) municipal services including but not limited to schematic plans for sanitary sewer, storm sewer and water supply, required easements (location, size and purpose), utilities (power, gas, propane, lighting, etc.) and street designs;
- f) site disturbance plan and preliminary grading plan;

- g) Environmental Protection information, including pyritic slate issues, preliminary site drainage plan, preliminary erosion and sediment control plans and preliminary stormwater management plans;
- h) location and treatment/screening of loading/unloading service areas, mechanical units, fuel storage tanks, air conditioning units, refuse and recyclable storage facilities and utility supply facilities;
- i) location of bicycle access routes and bicycle parking;
- j) park site development plans identifying general spatial arrangements and layouts of the proposed recreation facilities and complementary infrastructure such as parking lots, lighting, etc. Park development cost estimates will also be required to assist in establishing park development priority (refer to 2.6.1);
- k) landscape plans including street trees with plant lists including common and botanical names and quantities, construction details, planting details and specifications;
- l) surveys showing tree habitat conservation/buffer areas;
- m) traffic impact study/statement to look at traffic signals, turning lane design, site access entrance design, internal intersection design and upgrades to Main Avenue; and
- n) density tracking calculation.

2.8.2 The Developer shall provide with every Stage II Application, a Letter of Confirmation prepared by an expert in Radio Frequency emissions and mitigation which verifies that the proposed building(s) comply with the Safety Code 6 requirements, does not interfere with the line of sight requirements and identifies, in detail, mitigation methods proposed for use within the building(s) and on the site which will address such issues as; disruption of cellular telephone coverage, the impact on personal medical devices such as electric wheelchairs and pacemakers and other electronic devices and the ability of emergency services to carry out their duties should the need arise. The Letter of Confirmation shall also identify any deviation from the building and site plans that were provided to the Canadian Broadcasting Corporation in September of 2004 and the subject of their November 2004 reports entitled 'Engineering Report - Impact of the Butler Project on the CBC Broadcast Tower at Halifax (Geizer Hill), Nova Scotia' and 'CBC Halifax Television Ghosting Study'. Additional study may be required related to any changes that may be proposed.

2.8.3 Stage II development agreements shall ensure that building materials for the exterior walls for buildings numbered 5, 9 and 10 that face the CBC tower shall contain or be backed with some metal reflecting surface or mesh, such as steel reinforcing rods, at least horizontal ones, metal meshing for stucco, insulation with aluminum vapour barrier, or thin aluminum sheet as mitigation for ghost interference as identified in the 'CBC Halifax Television Ghosting Study'.

PART 3: AMENDMENTS

3.1 The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantial and may be amended by resolution of Chebucto Community Council:

- (a) Approvals of any Stage II Development Agreement;
 - (b) Changes in the road network;
 - (c) Building type mix;
 - (d) Phasing schedule;
 - (e) The open space size and/or configuration;
 - (f) The location of the commercial and/or institutional uses;
 - (g) The granting of an extension to the date of commencement of construction as identified in Section 4.3 of this agreement; and
 - (h) The length of time for the completion of the development as identified in Section 4.4 of this agreement.
- 3.2 Amendments to any matters not identified under Section 3.1 shall be deemed substantial and may only be amended in accordance with the approval requirements of the Municipal Government Act.

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 In the event that the Developer has not entered into a Stage II Development Agreement or construction on the Lands has not commenced within 2 (two) years from the date of registration of this Agreement at the Registry of Deeds, 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 the pouring of the footings for the foundation of any of the residential buildings or the acceptance of a street, whichever happens first.
- 4.4 Upon the completion of all development on the Lands, or after 10 (ten) years from the date of registration of this Agreement at 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; or
 - (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 defense 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 hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

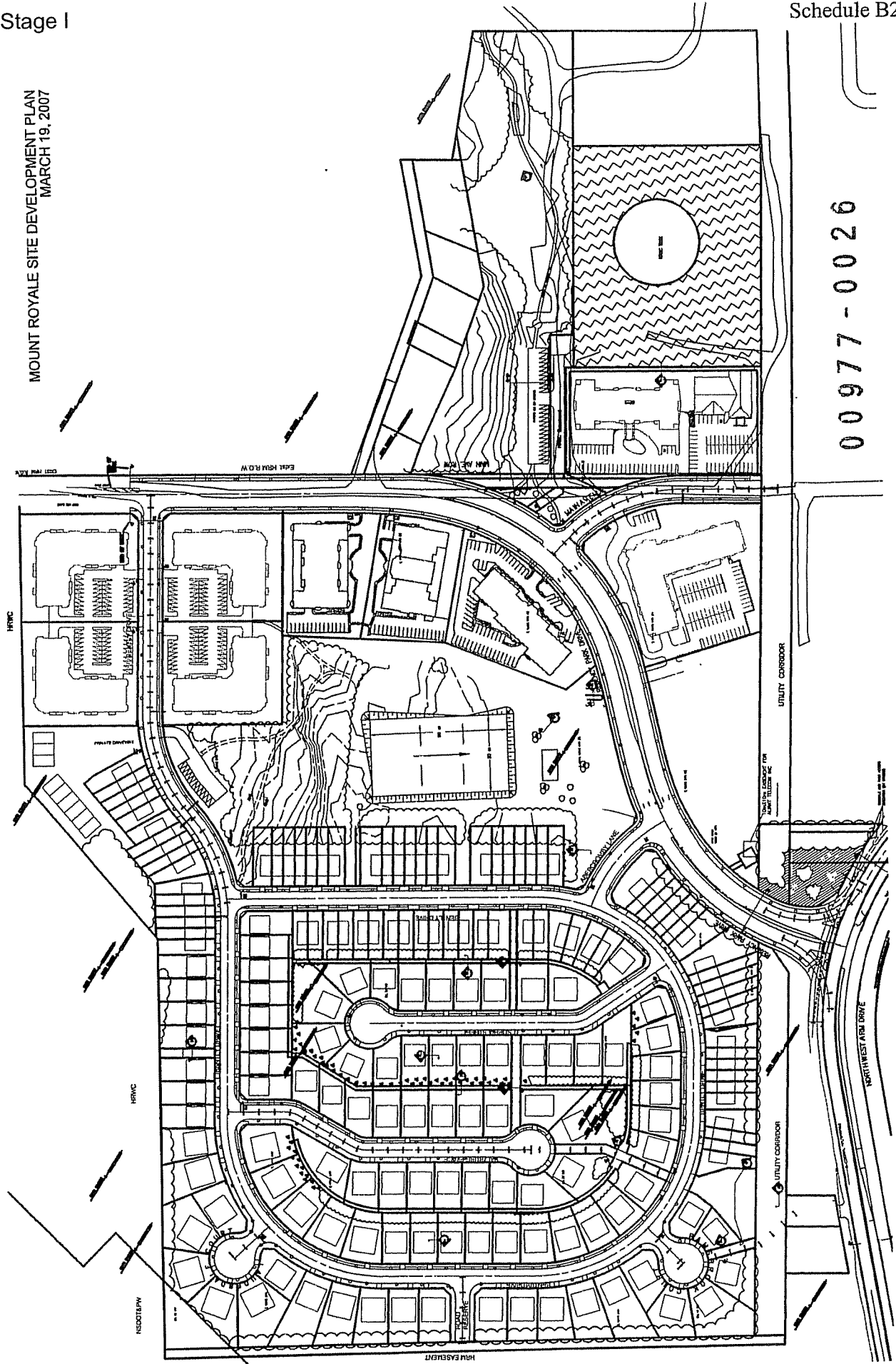
	)	<u>BYBLOS DEVELOPMENT GROUP</u>
)	
)	
	)	per: _____
)	
)	
per: _____	)	per: _____
)	
)	

	)	<u>HALIFAX REGIONAL MUNICIPALITY</u>
)	
)	
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

Stage I

Schedule B2

MOUNT ROYALE SITE DEVELOPMENT PLAN
MARCH 19, 2007

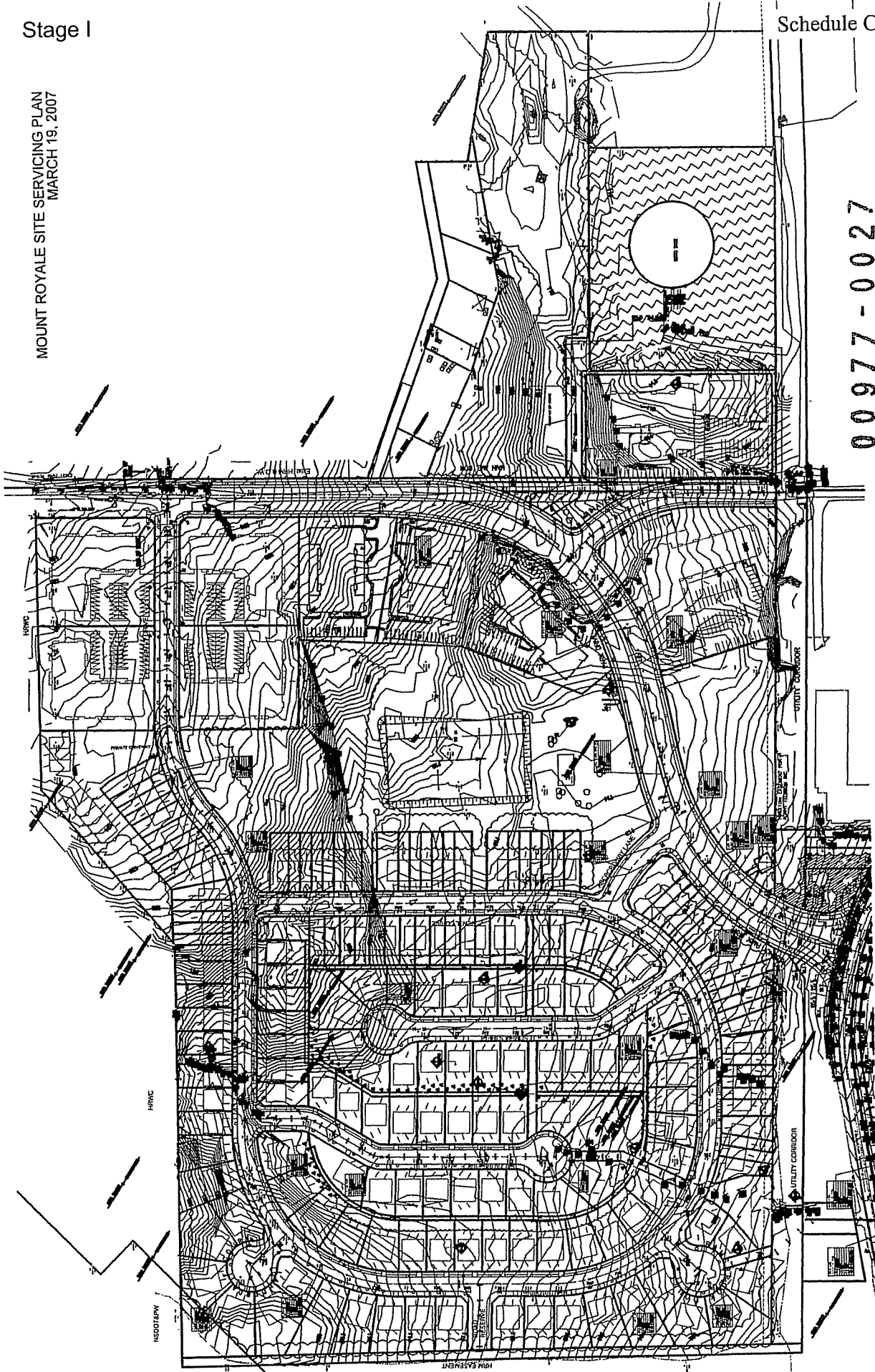


00977 - 0026

Stage I

Schedule C2

MOUNT ROYALE SITE SERVICING PLAN
MARCH 19, 2007



00977-0027

**MOUNT ROYALE SUBDIVISION
PROJECT DATA CHART**

3/23/2007

Lot #	Use	Lot Area (SQ.FT.)	Proposed # of Units	Project Density
1	Multi Unit Residential	60,997.00	90	202.50
2	Multi Unit Residential	61,377.00	90	202.50
3	Multi Unit Residential	54,041.00	90	202.50
4	Multi Unit Residential	56,650.00	90	202.50
5	Multi Unit Residential	48,588.00	82	183.25
6	Multi Unit Residential	46,845.00	100	172.50
7	Multi Unit Residential	67,694.00	91	203.00
8	Commercial / Residential	81,238.00	64	144.00
9	Multi Unit Residential	104,126.00	133	293.50
10	Multi Unit Residential	59,943.00	92	197.25
10	Church	34,970.00		6.67
	Single Family Dwellings		100	335.00
	Semi Detached Dwellings		20	67.00
	Town Houses		69	227.80
	TOTAL		1111	2,639.97
Total Land Area		67.55 acres		
Project Density : # of People / Total Area				
	: 2639.97 / 67.55			
	: 39 people per acre			

00977 - 0036

ATTACHMENT B

THIS AGREEMENT made this day of , 2008,
BETWEEN:

BYBLOS DEVELOPMENT GROUP
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, Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain undeveloped lands located off Main Avenue, Halifax, formerly known as the Butler Brothers Limited lands and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on April 4, 2005, of a Stage I Development Agreement (Municipal Case No. 00567) pertaining to the preliminary subdivision and development of the Lands which said agreement was signed August 3, 2005, and recorded at the Halifax Land Registry on September 29, 2005, as Document Number 84639823 (hereinafter called "the Stage I Agreement");

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on February 6, 2006, of a non-substantive amendment to the Stage I Development Agreement (Municipal Case No. 00873) to allow modifications to the street network and the open space configuration which said agreement was signed August 14, 2006, and recorded at the Halifax Land Registry on September 15, 2006, as Document Number 86132652 (hereinafter called "the First Amending Stage I Agreement");

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on June 18, 2007, of an amendment to the Stage I Development Agreement (Municipal Case No. 00977) to allow the addition of an Institutional use, remove the limitation on the amount of commercial area allowed and update the masterplan to reflect the most current information which said agreement was signed on November 15, 2007, and recorded at the Halifax Land Registry on December 12, 2007, as Document Numbers 89529755, 89529854 and 89529888 (hereinafter called "the Second Amending Stage I Agreement");

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on June 12, 2006, of a Stage II Development Agreement for Phase 1 (Municipal Case No. 00791) to allow two multiple residential units (Buildings 9 and 10) and a Community Entrance Park which said agreement was signed October 5, 2006, and recorded at the Halifax Land Registry on October 12, 2006, as Document Number 86350528 (hereinafter called “the Stage II, Phase 1 Agreement”);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on September 10, 2007, of an amendment to the Stage II, Phase 1 Development Agreement (Municipal Case No. 00977) to allow the addition of a church and revisions to the plans for the multiple unit residential building on Lot MU-10 which said agreement was signed November 15, 2007, and recorded at the Halifax Land Registry on December 12, 2007, as Document Number 89529953 (this First Amending Stage II, Phase 1 Agreement shall hereinafter be called “1st Amendment”);

AND WHEREAS the Stage I Agreement was registered under the wrong system (Registry of Deeds Document Number 83128802 registered on September 29, 2005) resulting in an incorrect document number being referenced in subsequent agreements; this consolidated Agreement remedies this matter by referencing the correct document number (Land Registry Document Number 84639823 registered on March 22, 2006);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on _____, 2008, of consolidated agreements for the Stage I, Stage II Phase 1 and the Stage II Phases 2 and 3 Development Agreements (Municipal Case No. 01173);

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 and use of the Lands shall comply with the requirements of the Halifax Mainland Land Use By-law and the 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 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.
- 1.3.2 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 HRM 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.

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 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.

1.7 Stage I Agreement

All terms and conditions of the Stage I Agreement remain in effect.

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

2.1.1 The Developer shall develop the Lands known as Mount Royale, in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedules B1, C1, D1, E1, F1, G1, H1, I1, J, K1, L, M, N and O attached to this agreement and the existing Stage II, Phase 1, agreement (Plans No. 00977-0018 to 00977-0022 inclusive, 00977-0025, 00977-0028, 00977-0030, 00977-0031, 00977-0032, 00977-0033, 00791-0085, 00977-0037 and 00977-0038) filed in the Halifax Regional Municipality Planning and Development Services Department as Cases 00791 and 00977). (*1st Amendment*)

2.1.2 The Schedules to this Agreement are:

Schedule A1	Updated Legal Descriptions for Phase 1, Mount Royale Residential Development, Main Avenue, Halifax
Schedule B1	MU-10 and Church Site Plan numbered 00977-0020
Schedule C1	Site Services Plan Building 9 numbered 00977-0030
Schedule D1	Building 9 - Front Elevations numbered 00977-0031
Schedule E1	Building 9 - Rear Elevations numbered 00977-0032
Schedule F1	Site Plan Building 10 numbered 00977-0021
Schedule G1	Building 10 Front and Rear Elevations numbered 00977-0018
Schedule H1	Building 10 Right and Left Elevations numbered 00977-0019
Schedule I1	List of Materials numbered 00977-0038 (<i>1st Amendment</i>)
Schedule J	Community Entrance Park - P-3 numbered 00791-0085
Schedule K1	Site Plan Church numbered 00977-0022
Schedule L	Church Building Elevations numbered 00977-0025
Schedule M	Planting Plan for Building 9 numbered 00977-0033
Schedule N	Planting Plan for Church and Building 10 numbered 00977-0028
Schedule O	Density Calculation Sheet numbered 00977-0037 (<i>1st Amendment</i>)

2.2 General Description of Land Use

2.2.1 The uses of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are as follows:

- a) **Building 10 - a seven storey 92 unit multiple residential apartment building with a single level of enclosed parking which generally complies with the R-4 Zone requirements for Mainland Halifax with the exception of density, angle controls, landscape open space and open space; (*1st Amendment*)**
- b) Building 9 - a seven storey 132 unit multiple residential apartment building with two levels of enclosed parking which generally complies with the R-4 Zone requirements for Mainland Halifax with the exception of density, angle controls, landscape open space, and open space;
- c) Building 8 - although located within Phase I, the Developer has chosen to not proceed at this time with the construction of this building and the Stage I Development

- Agreement, Section 2.3.3, allows the construction of Building 8 within a later phase;
- d) **Institutional - a Church with seating in the nave for a maximum of 200 persons, a fellowship hall with tables and chairs to seat a maximum of 150 persons and an associated kitchen, classrooms, offices and uses accessory thereto; (1st Amendment)**
 - e) Vehicular parking, loading and circulation areas;
 - f) Public open space consisting of a Community Entrance Park (P3);
 - g) Public street network and associated infrastructure which includes the re-alignment of Main Avenue and the extension of Regency Park Drive;
 - h) Private open space, landscape areas, entry signage and walkways;
 - i) Temporary accessory uses to the foregoing, including a sales office and construction trailer.
- 2.2.2 A density calculation sheet based on Section 2.2.8 of the Stage I Development Agreement, as amended, shall be provided with each building permit application which also tracks the overall density for all of the buildings which have received building permits previously within this project in order to verify that the overall density allowed of 39 persons per acre is not exceeded. A running total shall be provided based on the area for density calculation divided by the total density of all buildings previously approved and currently seeking approval.
- 2.2.3 The number of units in the multiple residential buildings may be increased or decreased by a maximum of 10% from the numbers specified herein.
- ### 2.3 Buildings/Architecture
- 2.3.1 The Developer shall construct buildings and amenities on the Lands, which, in the opinion of the Development Officer are generally in conformance with the written descriptions and **Schedules B1, C1, D1, E1, F1, G1, H1, I1, J, K1, L, M, N and O attached to this agreement and the existing Stage II, Phase 1, agreement**, including but not limited to their size, height, number of units and architectural design, including facade features and type of building materials. *(1st Amendment)*
- 2.3.2 Architectural materials and detailing in general accordance with **Schedules D1, E1, G1, H1, I1 and L** shall be provided or an acceptable equivalent which, in the opinion of the Development Officer, in consultation with a Building Official, is equivalent or of a higher quality or improved design which enhances the overall appearance or functionality of the building and furthers the intent of this agreement. *(1st Amendment)*
- 2.3.3 The location of the buildings shall be substantively in conformance with **Schedules B1, C1, F1, K1, M and N** in order to comply with Section 2.1.4 of the Stage I Development Agreement as amended. *(1st Amendment)*
- 2.3.4 No exposed treated lumber or vinyl siding shall be used.

- 2.3.5 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from any public street or incorporated in to the architectural treatments and roof structure. Any mechanical equipment shall be screened from view from any public street with landscaping or a combination of fencing and landscaping elements.
- 2.3.6 Any exposed foundation or parking garage face in excess of 1 metre/ 3 feet shall be architecturally detailed, veneered with stone or brick, stucco, painted, or an equivalent.
- 2.3.7 The Developer shall be entitled to modify the configuration of internal units provided the building size has not increased and the exterior appearance of the building is not affected.
- 2.3.8 All balconies shall be made of painted metal and shall have, as a minimum, decorative painted metal rails. Wooden railings are not permitted.
- 2.3.9 Architectural treatment and materials shall be continued around all sides of the buildings.
- 2.3.10 The buildings shall include mitigation materials for ghost interference as identified in Section 2.8.3 of the Stage I Development Agreement, as amended. The buildings shall include mitigation methods for Radio Frequency Overload, as advised by Oldham Engineers Inc., such as grounding, bonding, shielding and filtering for building electrical wiring and apparatus including signaling cables (intercom, alarms, etc.).
- 2.3.11 **For Building 10 a minimum of 10 interior bicycle parking spaces shall be provided within the underground parking level and 36 exterior bicycle parking spaces shall be provided. For Building 9 a minimum of 53 interior bicycle parking spaces shall be provided within the underground parking level and 13 exterior bicycle parking spaces shall be provided. (1st Amendment)**
- 2.3.12 **The Church shall be clapboard with a 12.7 cm (5 inch) exposure and asphalt roofing, or approved equivalents. The front entry shall be treated with Stonetile veneer or equivalent. (1st Amendment)**

2.4 Parking, Circulation and Access

- 2.4.1 The parking areas, driveways and circulation aisles shall be sited as generally shown on Schedules B1, C1, F1, K1, M and N. **The parking areas for Building 9 shall maintain a minimum setback from all property lines of 0.6 metres (2 feet) and as generally shown on the plan. The parking areas for Building 10 and the Church shall be as generally shown on the plan.** All parking areas, driveways and circulation aisles shall be asphalt or concrete and be defined by curbing. *(1st Amendment)*

- 2.4.2 The parking areas, driveways and circulation aisles shall comply with the requirements of the Land Use By-law for Mainland Halifax as amended from time to time, Bylaw S-300 Respecting Streets, the Municipal Service Systems Guidelines and any other applicable legislation.
- 2.4.3 Driveway widths shall be shown for all proposed driveways and are to be a minimum of 23 feet. The driveways for Buildings 9 and 10 are to be installed during the construction of roads and services as part of the subdivision process.
- 2.4.4 Lighting shall be directed to all driveways, parking areas, loading areas, building entrances and walkways and away from streets and abutting properties. 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.
- 2.4.5 **An access easement shall be created and registered on title for both Lot MU-8 and Lot MU-9 to allow for access over lot MU-8 to and from Building 9. (1st Amendment)**

2.5 Landscaping

- 2.5.1 Landscaping shall be provided in accordance with the planting plans attached as **Schedules J, M and N**, as a minimum, with the exception of the planting shown in the Main Avenue Right-of-Way. The planting in the Main Avenue Right-of-Way shall only proceed in the event that the lands are transferred into the ownership of the Developer should that portion of the Main Avenue Right-of-Way be closed. Alternately, if the portion of Main Avenue Right-of-Way is closed and should HRM retain the ownership then permission from HRM Real Property, Transportation and Public Works Services is required prior to planting or alternate arrangements with T&PWS should be made at that time. *(1st Amendment)*
- 2.5.2 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.
- 2.5.3 The Development Officer may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.
- 2.5.4 Shrub material or vines in combination with decorative fencing shall be used to screen any electrical transformers or other utility boxes.
- 2.5.5 The pedestrian walkways and exterior bicycle parking pads shall be located as shown on **Schedules C1, F1 and K1**, constructed of poured in place concrete with a broom finish and in accordance with the applicable HRM specifications. *(1st Amendment)*

- 2.5.6 All disturbed areas shall be reinstated to original condition or better.
- 2.5.7 Prior to issuance of an 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.
- 2.5.8 Notwithstanding the above the occupancy permit may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. 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 **Schedules J, M and N**. 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. (*1st Amendment*)

2.6 Maintenance

- 2.6.1 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, fencing, walkways, 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.

2.7 Public Park

- 2.7.1 The Developer shall design and construct the approximately 1600 square metre Community Entrance Park (P3) currently owned by NSTPW and HRM as generally shown on Schedule J with road frontage on Regency Park Drive and North West Arm Drive. The Developer shall, at their cost, do a detailed design (incorporated into Site Grading and Landscaping and Engineering drawings), prepare the site, and provide and install landscaping in consultation with HRM's Park Planning staff. Site design and development Equivalent Value is estimated to be \$40,000.
- 2.7.2 The proposed landscaping on lands owned by HRM and the Province shall include as a minimum twelve (12) red oak (*Quercus rubra*), a minimum size of 60 mm caliper, and three (3) Colorado Blue spruce (*Picea pungens glauca*), a minimum height of 1.5 metres (5 feet) or substitutions approved by HRM's Park Planning staff. The cleared area of the park is to be prepared as if for sod/grass but a low maintenance, drought tolerant ground cover, Crown Vetch (*Coronilla varia* mixed with a cover grass to help with establishment)

or as an alternate an approved low maintenance, drought tolerant wildflower seed mixture is to be hydroseeded in place of grass.

- 2.7.3 Section 2.6.1.5(b) in the Stage I Development Agreement, as amended, requires the Developer to equip the Community Entrance Park (P3), with HRM approved water and sewer laterals, power, lighting, communications service, sidewalks and driveways. The park development site plan and preliminary cost estimate identifies that service laterals are not required.
- 2.7.4 The Developer shall, to the satisfaction of the Development Officer in consultation with the Parkland Planner, design (via Grading, Landscaping, and Engineering plans), regrade, topsoil, hydroseed with Crown Vetch (mixed with a cover grass to help establishment) or approved equivalent and replant the parkland outside the existing wooded area to be preserved as shown in Schedule J prior to acceptance of secondary services in Phase 1.

2.8 Signs

- 2.8.1 No ground sign shall obstruct the vision of drivers leaving/entering the roadway or driveways, or detract from the visibility or effectiveness of any traffic sign or control device on public streets.
- 2.8.2 A maximum of eight (8) signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.
- 2.8.3 No mobile, moveable or florescent coloured signs or billboards shall be permitted, illuminated or otherwise.
- 2.8.4 The proposed subdivision entry signage shall be located on lands owned by the Developer and shall be constructed of precast concrete or equivalent, be a maximum of 10 metres (33 feet) long and a maximum of 3 metres (9.5 feet) high.
- 2.8.5 The Church shall be allowed one bulletin board not to exceed 4 feet (1.2 m) by 8 feet (2.4 m) in size. (1st Amendment)**
- 2.8.6 Except as otherwise specifically provided for above, all signs shall comply with the requirements of the Mainland Halifax Land Use Bylaw. (1st Amendment)

2.9 Civic Addressing

- 2.9.1 Readdressing of the existing properties on Main Avenue will be necessary upon it's realignment. As there are commercial facilities involved, the Civic Addressing By-law allows for an extended notification period of up to 180 days. The cost of readdressing is to be incurred by the Developer possibly through a contribution to the owners to defer costs. The Developer is to contact Civic Addressing when the realignment of Main

Avenue is under construction in order to make arrangements for the readdressing of the properties impacted.

2.10 Streets And Municipal Services

- 2.10.1 All construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.
- 2.10.2 Servicing for Buildings 9 and 10 must match the most current engineering drawings submitted by MacDonnell Group for subdivision approval. All laterals for Buildings 9 and 10 are to be installed during the construction of services.
- 2.10.3 At the building permit stage, supplemental information will be required including but not limited to 1:100 year ponding limits in the parking lot catchbasins, pipe inverts, limiting flows to 40%, etc.
- 2.10.4 All secondary electrical, telephone and cable service to all multiple unit residential buildings shall be underground installation.
- 2.10.5 All services shall be designed and constructed in accordance with the Municipal Service Systems Guidelines.
- 2.10.6 The water distribution system shall conform with the schematics presented on **Schedules B1 and C1** and all design and construction requirements of the Halifax Regional Water Commission. *(1st Amendment)*
- 2.10.7 The sanitary sewer system shall conform with the schematics presented on **Schedules B1 and C1** and the design and construction standards of the Municipal Service Systems Manual, unless otherwise acceptable to the Development Engineer. *(1st Amendment)*
- 2.10.8 Burning of site material such as but not limited to vegetation, brush and trees shall be prohibited. Burning of site material may be permitted if approval in writing is granted by Fire Services.
- 2.10.9 The buildings shall include interior designated spaces 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 Solid Waste Resources. Refuse containers and waste compactors shall be confined to the underground parking areas of each building.

- 2.10.10 Utility easements shall be provided as necessary but the use of easements shall be limited to locations where construction within street rights-of-way are not feasible.
- 2.10.11 Due to the realignment of Main Avenue, the Halifax Regional Water Commission will require that the appropriate easements be provided for its transmission mains in the Main Avenue/Regency Park Drive corridor prior to final subdivision approval.
- 2.10.12 Uninterrupted road access shall be maintained to properties owned by others on Main Avenue during the course of the development.
- 2.10.13 North West Arm Drive is a controlled access street, as such any proposed access/intersections to Regency Park Drive shall be a minimum of 60 metres (196.85 feet) from the intersection with North West Arm Drive. The Nova Scotia Transportation and Works Department shall retain ownership of Regency Park Drive for 60 metres from the turn tapers of the intersection with North West Arm Drive.
- 2.10.14 No blasting activities shall occur within 30 metres (100 feet) of any Halifax Regional Water Commission reservoir structure or large diameter water main. The reservoir structure shall be included in a pre-blast survey as part of any blasting requirements the Developer may have.
- 2.10.15 For multiple unit residential buildings, security may be accepted for the completion of outstanding on-site paving and landscaping work prior to issuance of the first occupancy permit. Such security shall consist of a security deposit in the amount of 120 per cent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. All outstanding work shall be satisfactorily completed within one year of the date of receipt of the security deposit. The security shall be returned to the Developer when all outstanding work is satisfactorily completed and the letter required in section 2.5.7 of this agreement has been received.
- 2.10.16 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.
- 2.10.17 **Any bonding provisions shall be in accordance with the bonding provisions of the Subdivision By-law, as amended, unless otherwise varied by this agreement. (1st Amendment)**
- 2.10.18 For the portion of public road affected by this Stage II Development Agreement, the Developer agrees to comply with all detailed plans approved for construction as defined in the Municipal Servicing Agreement.

- 2.10.19 The Developer agrees to comply with all drawings approved through the subdivision process. If the Developer fails at any time during any site work or construction to fully conform to the approved plans, 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 plans.

PART 3: AMENDMENTS

- 3.1 Amendments to any matters not identified under Section 3.2 of this agreement shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.
- 3.2 The following items are considered by both parties to be not substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act:
- (a) Changes to the exterior architectural appearance of the buildings or the construction materials of the buildings as shown on the attached schedules, provided that plans are submitted for any changes to the building design and that such changes, in the opinion of Council, are minor in nature;
 - (b) Changes to the landscaping measures as shown on **Schedules J, M and N** or as detailed in Section 2.5 of this agreement which, in the opinion of Council, are minor in nature; (*1st Amendment*)
 - (c) The granting of an extension to the date of commencement of construction as identified in Section 4.4 of this agreement; and
 - (d) The length of time for the completion of the development as identified in Section 4.5 of this agreement.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGES

- 4.1 A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia, and the Developer shall incur all costs 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 Lands which are the subject of this agreement until this Agreement is discharged by Council.
- 4.3 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.4 In the event that construction on the lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds, 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 shall mean completion of the footings for the proposed building

- 4.5 If the Developer fails to complete the Phase 1 development or portions thereof, or after five (5) years from the date of registration of this Agreement at 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; or
 - (c) discharge this Agreement.
- 4.6 Upon the completion of the development or portions thereof, or within/after five (5) years from the date of registration 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 for Mainland Halifax, as may be amended from time to time.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

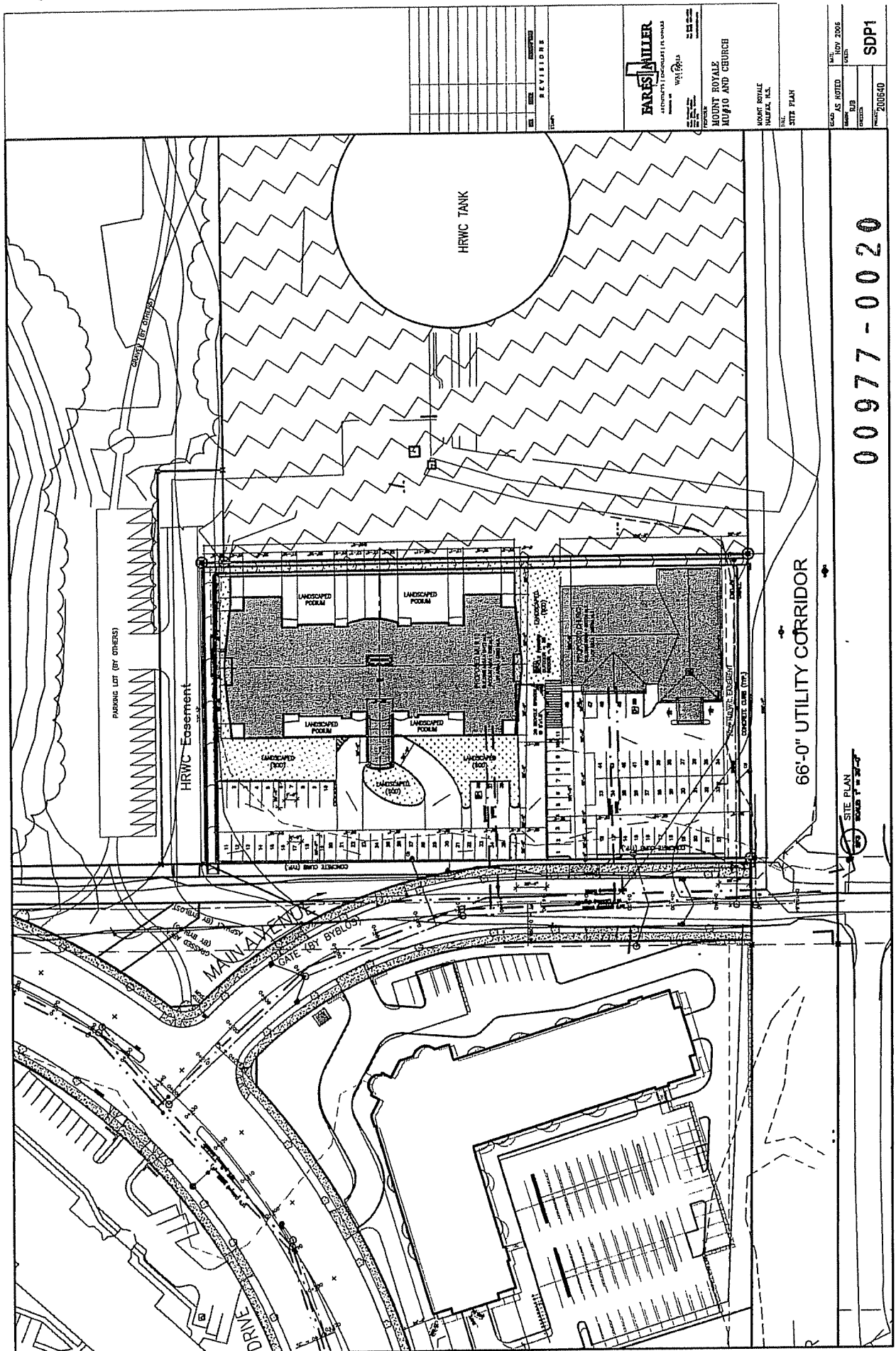
- 5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of 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 defense 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 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 hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

	)	<u>BYBLOS DEVELOPMENT GROUP</u>
)	
)	
	)	per: _____
)	
per: _____	)	per: _____
)	
)	
Sealed, Delivered and Attested	)	<u>HALIFAX REGIONAL MUNICIPALITY</u>
by the proper signing officers of)	
Halifax Regional Municipality)	
duly authorized on that behalf	)	per: _____
in the presence of:	)	MAYOR
)	
_____	)	per: _____
per:	)	MUNICIPAL CLERK



NO.	DATE	REVISIONS

BARKS MILLER
 ARCHITECTS, INC.
 1111 W. 15th St.
 Tallahassee, FL 32310
 (904) 224-1111
 www.barksmiller.com

PROJECT: MOUNT ROYALE AUDIO AND CHURCH
DATE: 10/10/2016
SCALE: AS NOTED

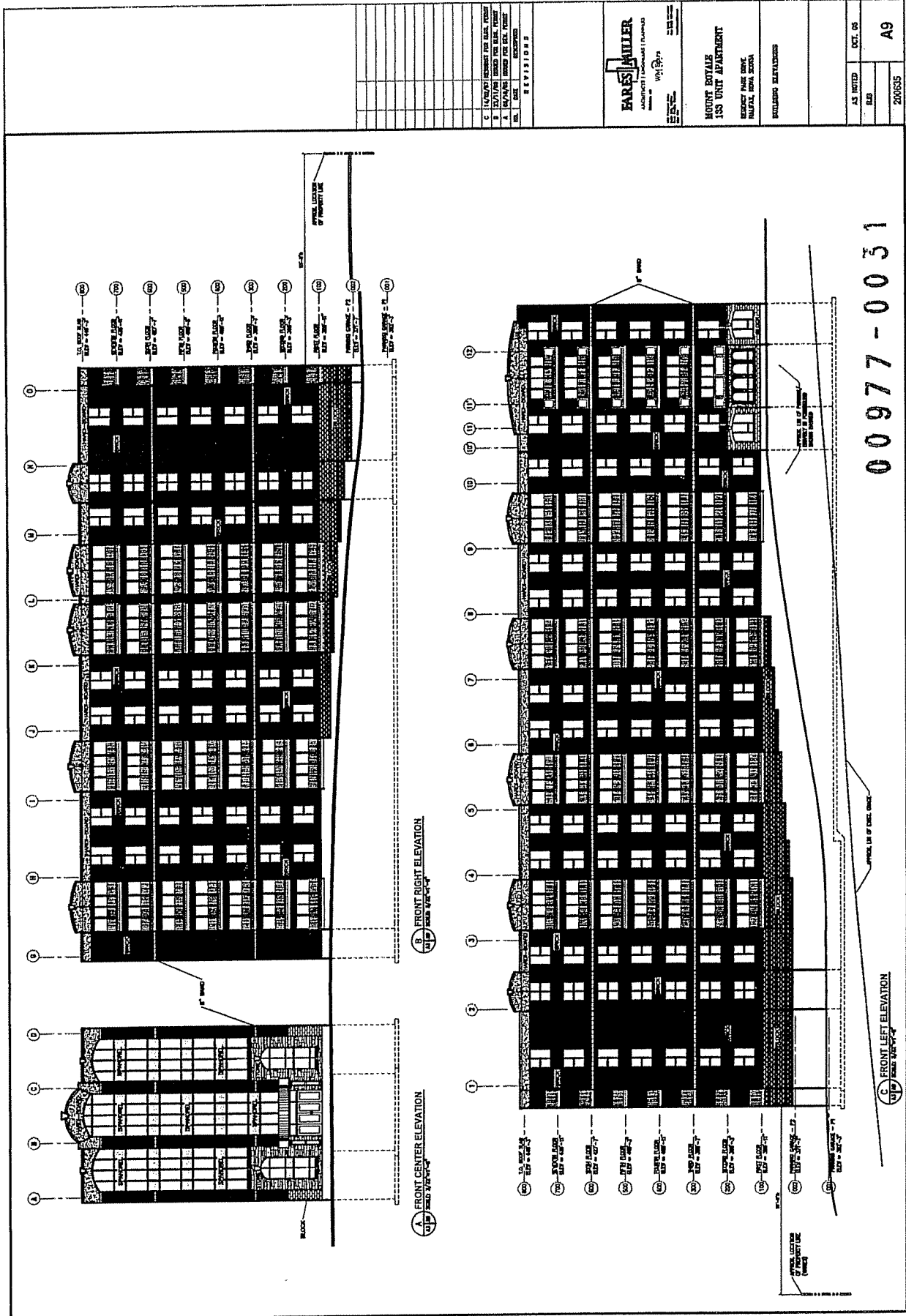
CLIENT: MOUNT ROYALE AUDIO AND CHURCH
ADDRESS: 1111 W. 15th St., Tallahassee, FL 32310
PROJECT: SITE PLAN

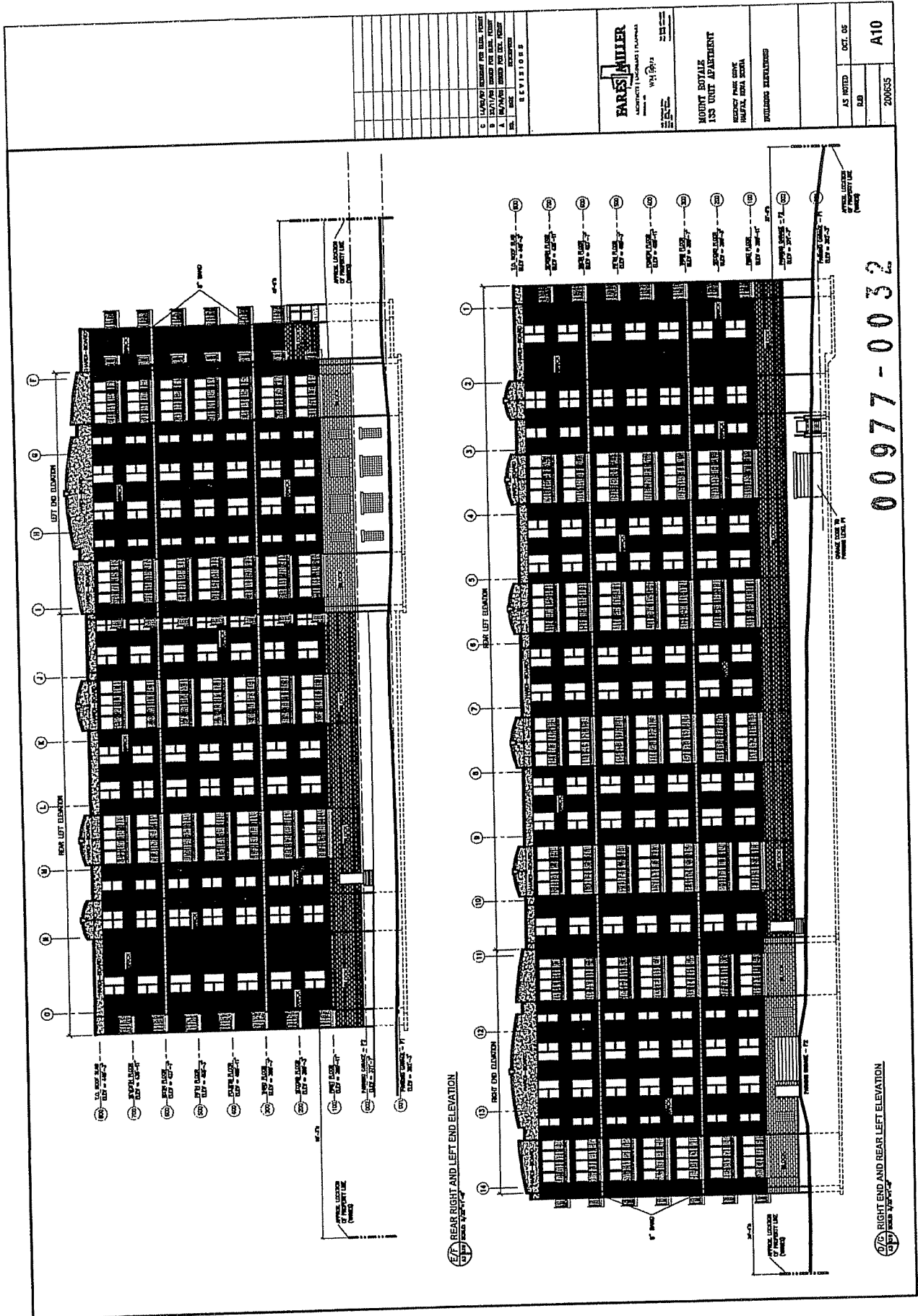
DATE	BY	CHKD	NO.
10/10/2016	JMB	JMB	1

SDP1
 20160640

00977-0020

SITE PLAN
 MOUNT ROYALE AUDIO AND CHURCH





REVISIONS	
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13	ISSUED FOR PERMIT
14	ISSUED FOR PERMIT

PARSONS MILLER
 ARCHITECTS | ENGINEERS | INTERIORS
 100 WEST 30th STREET
 NEW YORK, NY 10001
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.PMILLER.COM

MOUNT ROYALE
 133 UNIT APARTMENT
 600 WEST 11th STREET
 NEW YORK, NY 10014

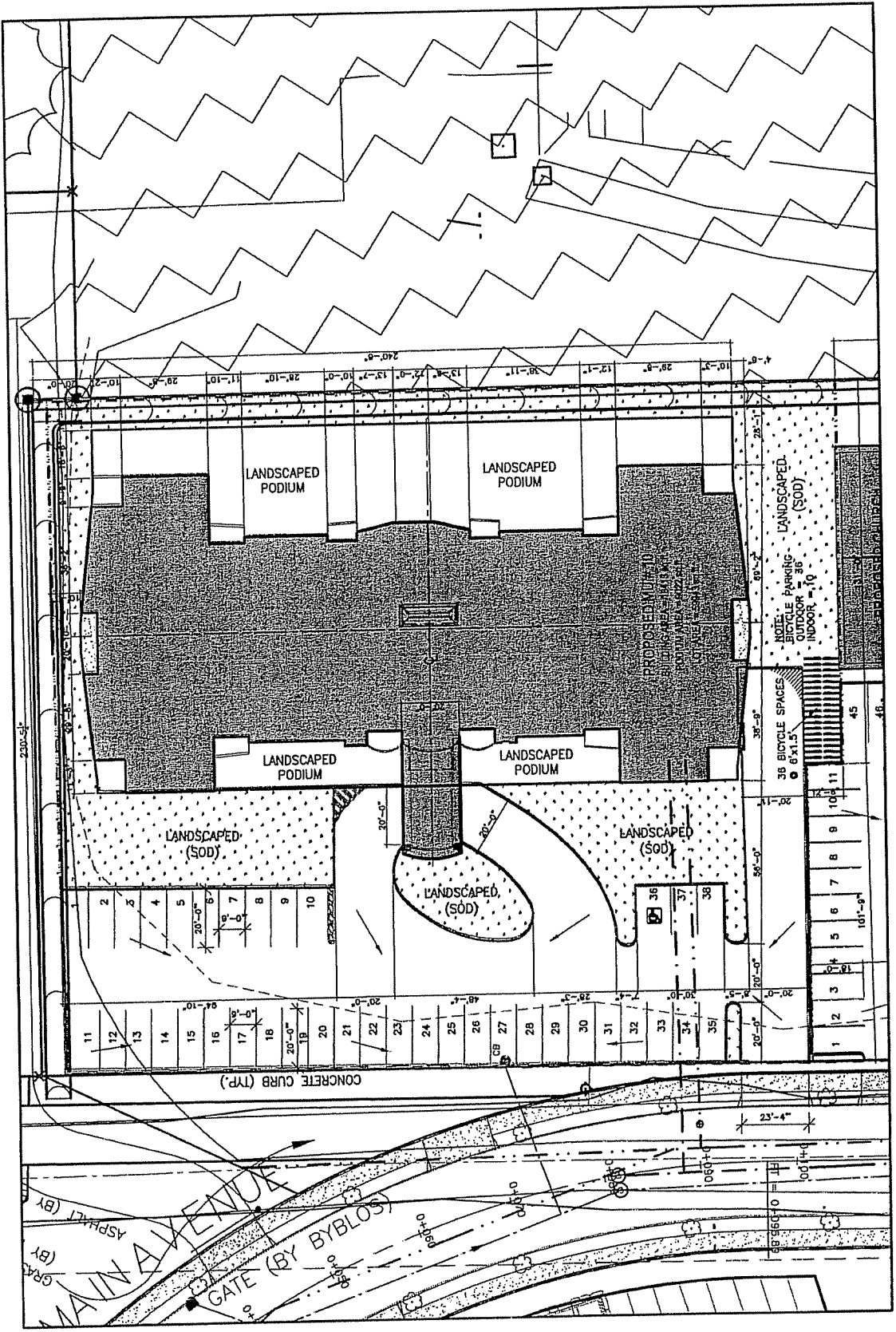
AS NOTED	DCT. 05
REV.	
200655	A10

NO.	DATE	DESCRIPTION

BARLES MILLER
 ARCHITECTS

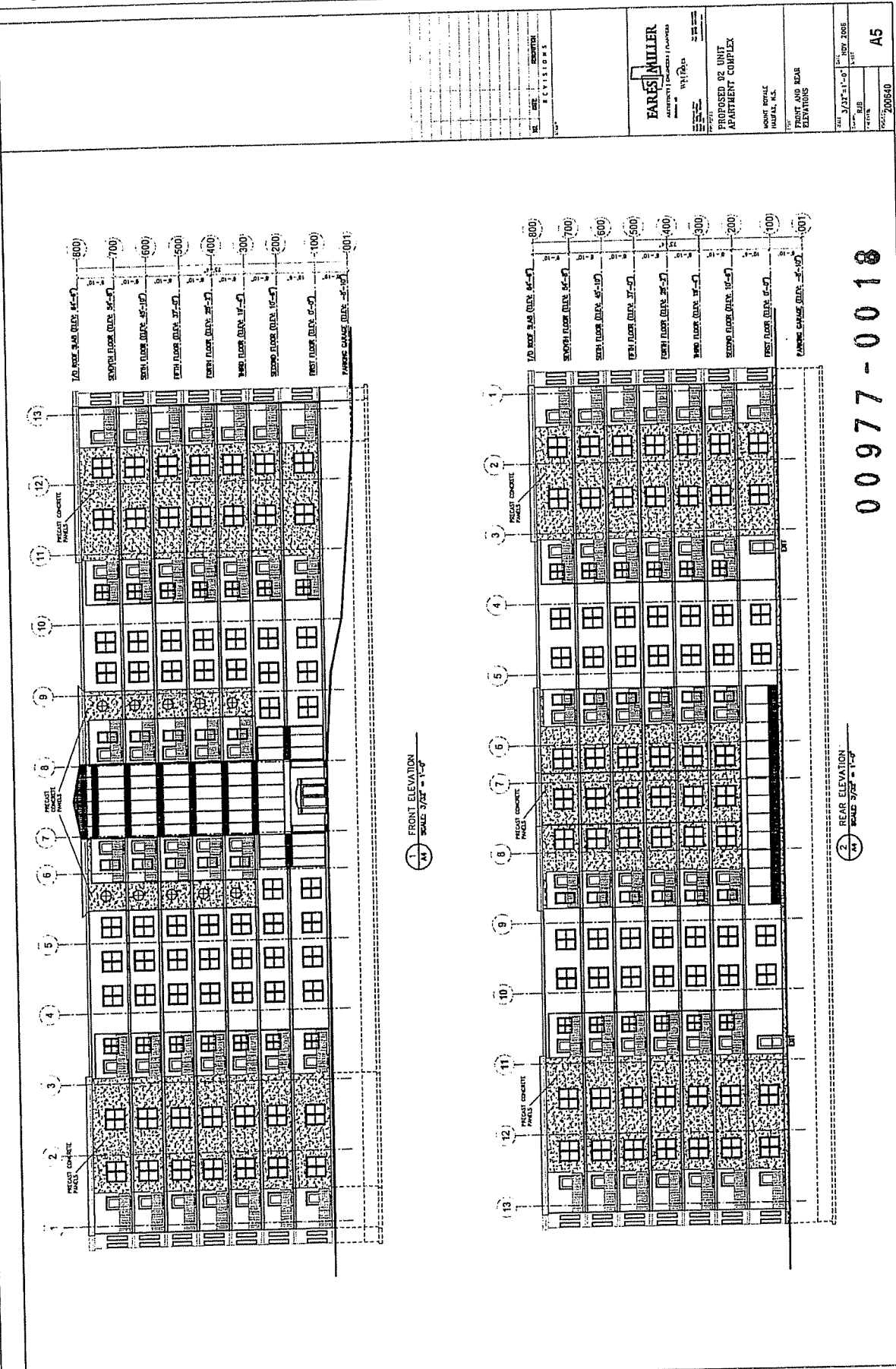
PROPOSED 92 UNIT
 APARTMENT COMPLEX

DATE: AS NOTED
 BY: SDP
 SHEET NO: SDP2
 PROJECT NO: 00977-0021



00977-0021

1 SITE PLAN
 SCALE 1" = 10'-0"



FARES MILLER
ARCHITECTS CONSULTANTS PLANNERS

PROPOSED 92 UNIT APARTMENT COMPLEX

MOUNT RETALE
HUNFAL, N.C.

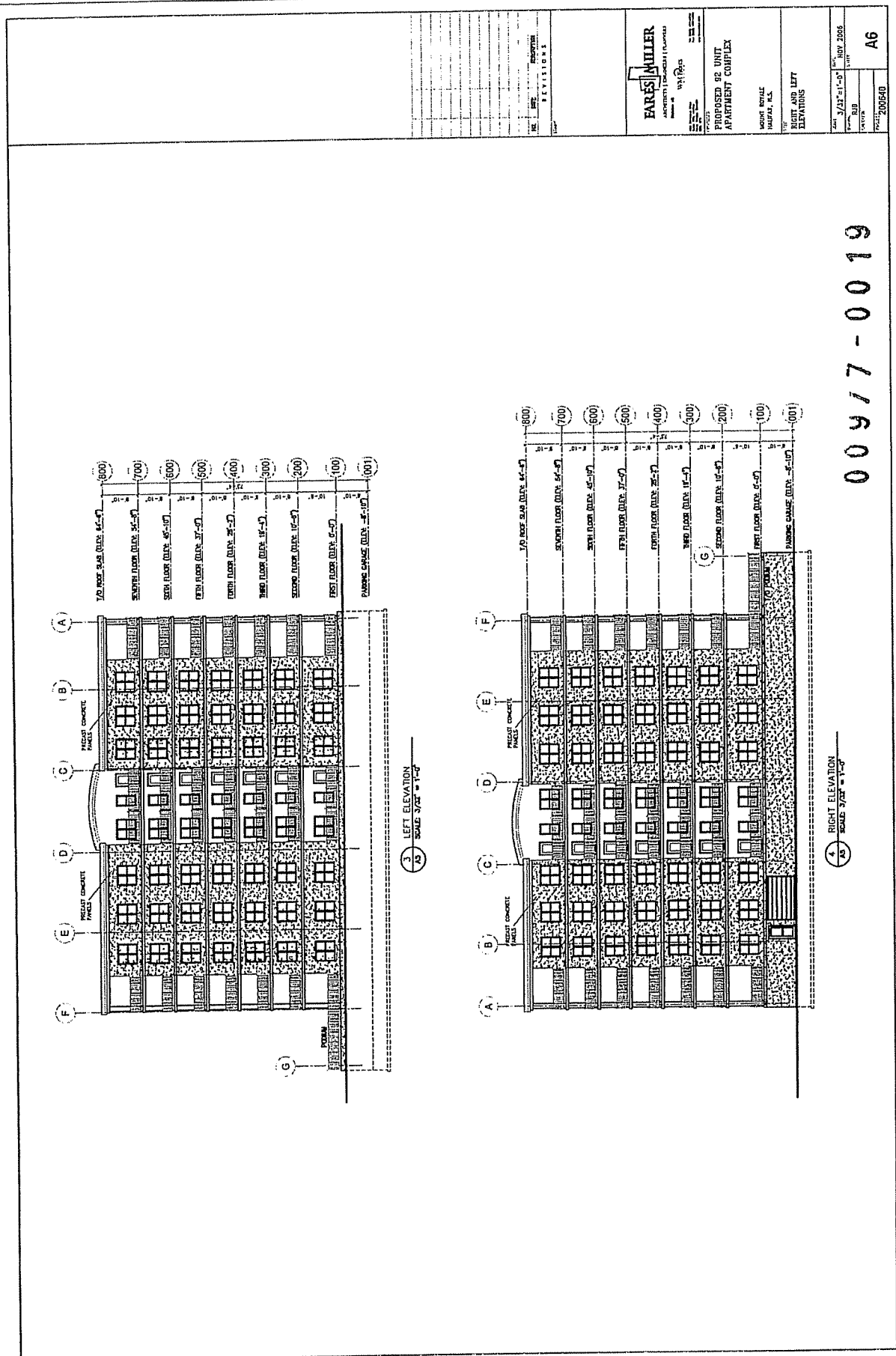
DATE: 11/12/03

NO.	REVISIONS

DATE: 11/12/03
DRAWN BY: [unintelligible]
CHECKED BY: [unintelligible]
PROJECT NO.: 200640

A5

00977-0018



00917-0019

<p>FARES MULLER ARCHITECTS</p> <p>PROPOSED 82 UNIT APARTMENT COMPLEX</p> <p>1000 S. W. 10TH AVE. MIAMI, FL 33135</p>		<p>DATE: 11/10/2005</p> <p>BY: [Signature]</p> <p>PROJECT: 200540</p>
<p>NO. 1. ELEVATIONS</p>		<p>DATE: 11/10/2005</p> <p>BY: [Signature]</p> <p>PROJECT: 200540</p>
<p>NO. 2. ELEVATIONS</p>		<p>DATE: 11/10/2005</p> <p>BY: [Signature]</p> <p>PROJECT: 200540</p>
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<p>NO. 82. ELEVATIONS</p>		<p>DATE: 11/10/2005</p> <p>BY: [Signature]</p> <p>PROJECT: 200540</p>

**MOUNT ROYAL
LIST OF MATERIALS FOR BUILDING 9**

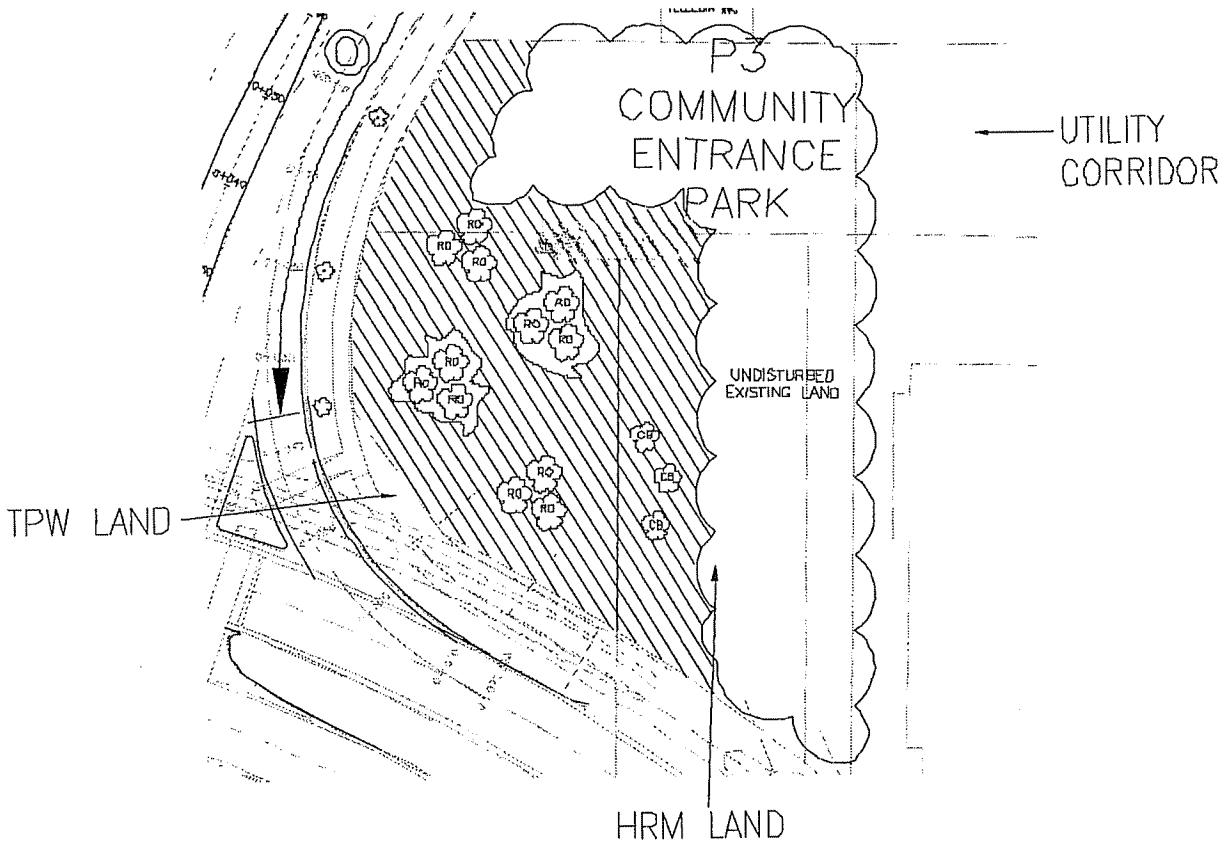
WALLS	MATERIAL		Location	Reflecting Material
	Brick Running bond		Elevations	Foil Faced Cavity Rock Cavity Wall Insulation or equivalent product as per section 2.8.3 of the stage I development agreement.
	Brick soldier course			
	Brick Herring bond			
	Hardy Plank Siding		Balcony Walls	
	Stone		Basement and towers	
	Sand stone		Horizontal Band and window lintels and sills	
WINDOWS	Vinyl			
DOORS	Vinyl			
RAILINGS	Aluminum			

**MOUNT ROYAL
LIST OF MATERIALS FOR BUILDING 10**



WALLS	MATERIAL	COLOUR	Location	Reflecting Material
	Brick or Precast Panels		Elevations	Foil Faced Cavity Rock Cavity Wall Insulation or equivalent product as per section 2.8.3 of the stage I development agreement.
	Block		Basement	
	Sand stone		Window lintels and sills	
WINDOWS	Vinyl			
CURTAIN WALL GLASS	Aluminum and glass			
DOORS	Vinyl			
RAILINGS	Aluminum			

00977 - 0038

Stage II, Phase 1

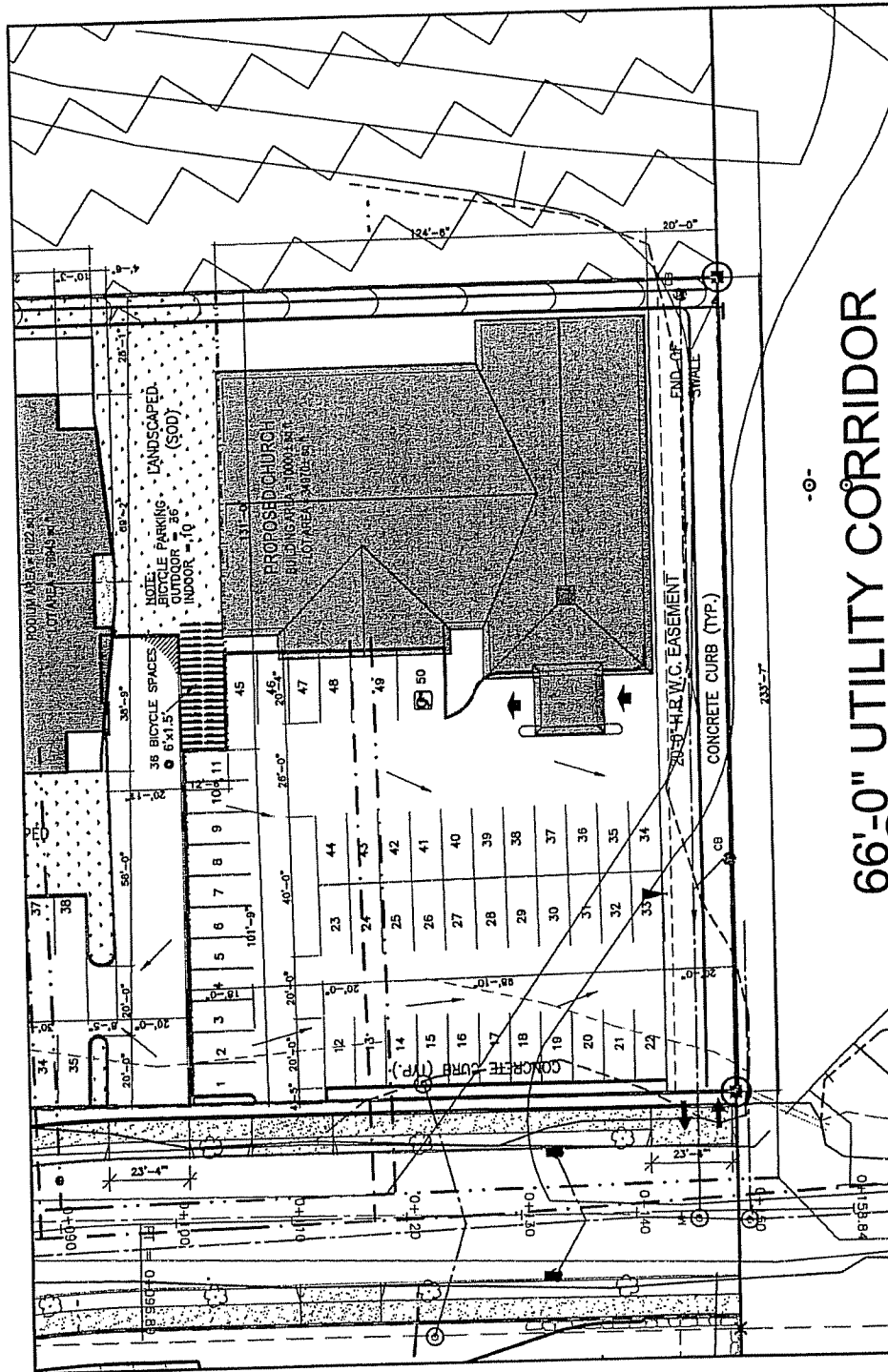


NOTES:
 A. P3-COMMUNITY ENTRANCE PARK FINAL PLANT LOCATION TO BE DETERMINED ON SITE BY REAL PROPERTY PLANNING.

	PICEA PUNGENS	COLORADO BLUE SPRUCE	60mm	B+B	3
	QUERCUS RUBRA	RED OAK	60mm	B+B	12

00791-0085

<p>FARSE MILLER ARCHITECTS (CORPORATE) P.C. 1000 W. 10TH ST. SUITE 200 WILMINGTON, DE 19801 TEL: 302.438.1100</p>			<p>PROPOSED TRINITY ANGELICAN CHURCH MOUNT ESTELLE RAUFAX, N.E. TOTAL: ENLARGED SITE PLAN</p>	
<p>DATE: 10/11/06 DRAWN BY: JLB CHECKED BY: JLB SCALE: AS SHOWN</p>			<p>DATE: NOV. 2006 SCALE: AS SHOWN PROJECT: SDP3 NO: 2006040</p>	



66'-0" UTILITY CORRIDOR
 -0-
 1 SITE PLAN

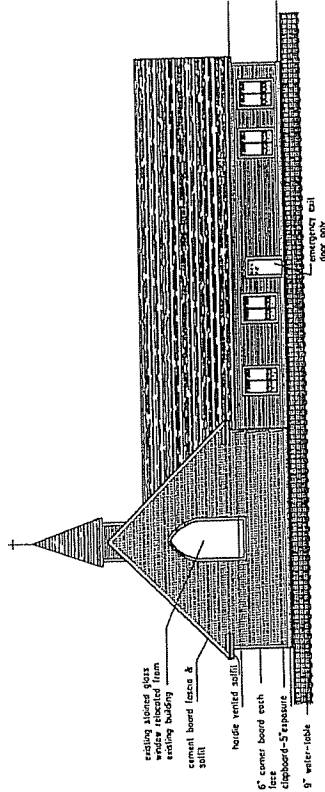
00917-0022

PROJECT CALCULATIONS (TRINITY ANGLICAN CHURCH):

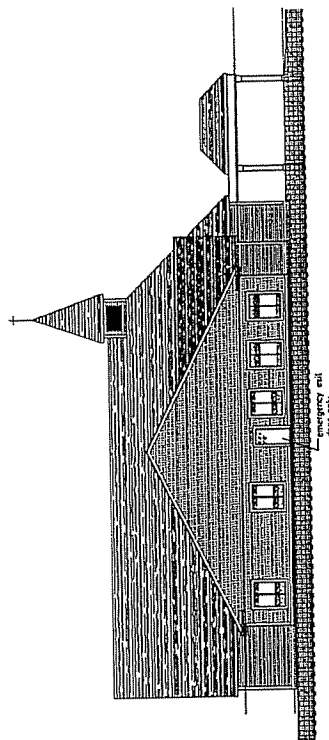
LOT AREA	34,870 sq.ft.±
BUILDING AREA	10,000 sq.ft.
LAND COVERAGE	28%
LANDSCAPED AREA:	3,065 sq.ft.±
PARKING REQUIRED:	1 SPACE/20 SEATS = 10 SPACES
PARKING PROVIDED	52 SPACES
SEATING CAPACITY	200 PERSONS

GENERAL NOTES:

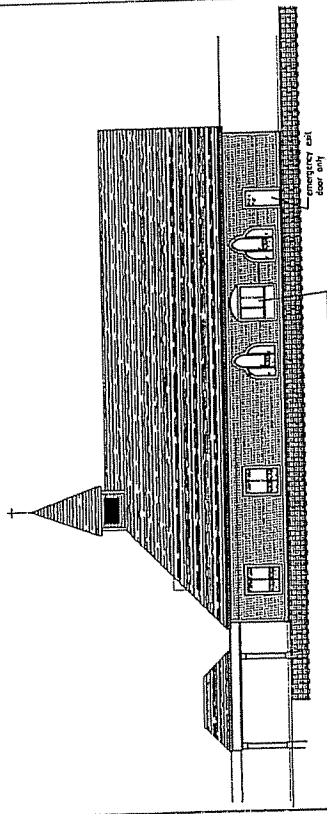
1. ALL DOUBLE WINDOWS TO HAVE ONE SIDE FIXED AND THE OTHER OPERABLE
2. DRAWINGS WERE CREATED BY FORSTER HACKWORTH ARCHITECTS.



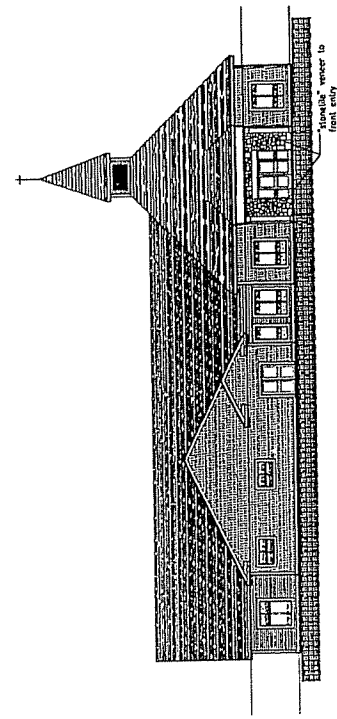
north elevation



west elevation



east elevation



south elevation

00977 - 0025

REVISIONS

NO.	DATE	DESCRIPTION

FORSTER HACKWORTH ARCHITECTS
BARRES & MILLER
 ARCHITECTS (INCORPORATED) PLLC
 1025 WEST 19TH AVENUE
 DENVER, CO 80202

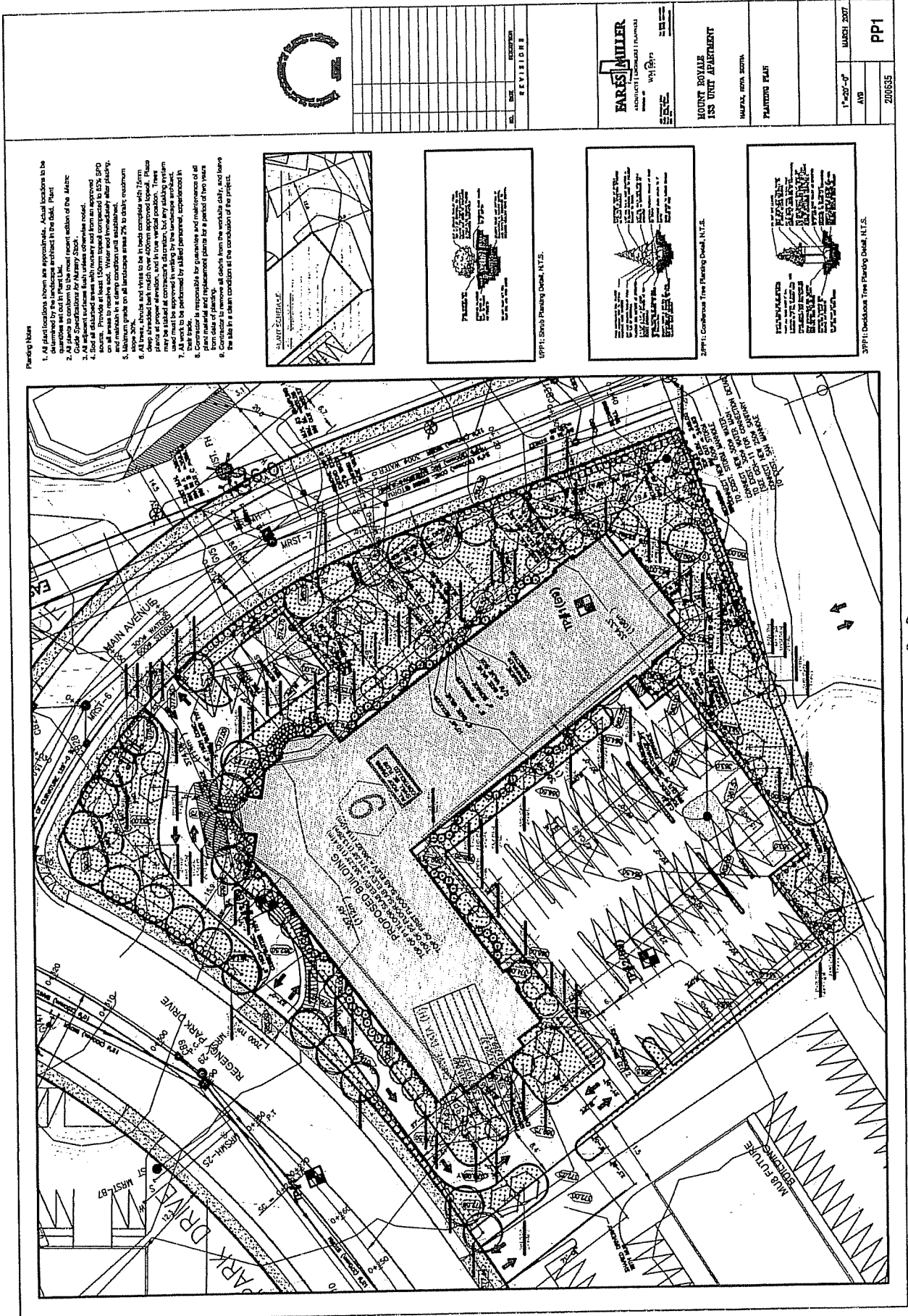
PROPOSED TRINITY
 ANGLICAN CHURCH

MOORE BRATTLE
 HAUFAL, LLC

ELEVATIONS

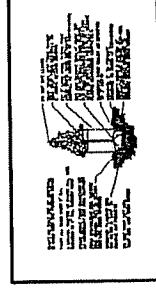
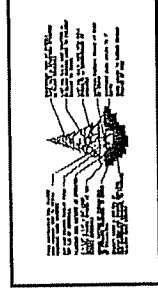
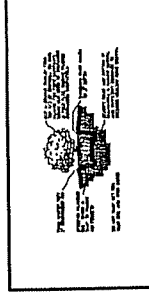
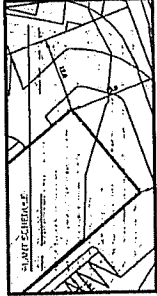
DATE	1/21/11-1-11
BY	RUB
CHECKED	WLM
PROJECT	200840

A1



Parking Notes

1. All plant quantities shown are approximate. Actual locations to be determined by the landscape architect in the field. Plant quantities set out in Plant List.
2. All plant quantities shown are based on the latest Guide Specifications for Nursery Stock.
3. All adjacent surfaces finish unless otherwise noted.
4. Soil all planting areas at least 150mm (6") compacted to 95% SPT and maintain in a damp condition until 50% to 60% relative humidity.
5. All plants on all landscape areas to be planted maximum slope 30%.
6. All trees, shrubs and vines to be in beds complete with 1" Plant Labels and 1/2" Plant Labels. All plants to be planted in the field. Plants to be labeled all contractors' dimension, but any staking system may be installed at contractor's discretion, and in true vertical position. These labels shall be placed in the field and shall be maintained in their tracks.
7. All work to be performed by skilled personnel, experienced in their trade.
8. Contractor to be responsible for protection and maintenance of all existing trees, shrubs and vines on site for a period of two years from date of planting.
9. Contractor to remove all debris from the work site, and leave the site in a clean condition at the conclusion of the project.



NO.	DATE	REVISIONS

FARES MILLER
 ARCHITECTS
 100 WEST STREET
 NEW YORK, N.Y. 10038

MOUNT ROYALE
 185 UNIT APARTMENT
 MANHATTAN, NEW YORK

PLANTING PLAN

1"=20'-0"
 MARCH 2007
 PP1
 200635

00977-0033

Planting Notes

- All plantings shown are to be installed as shown. Plant quantities are shown on the schedule and in the notes. Plant quantities are shown on the schedule.
- All plants to comply to the following specifications:
 1. All plants to comply to the following specifications:
 2. All plants to comply to the following specifications:
 3. All plants to comply to the following specifications:
 4. All plants to comply to the following specifications:
 5. All plants to comply to the following specifications:
 6. All plants to comply to the following specifications:
 7. All plants to comply to the following specifications:
 8. All plants to comply to the following specifications:
 9. All plants to comply to the following specifications:
 10. All plants to comply to the following specifications:
 11. All plants to comply to the following specifications:



FARS MILLER
 LANDSCAPES & DESIGN
 1000 W. 11TH AVE
 DENVER, CO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112
 WWW.FARSMILLER.COM

MOUNT ROYALE
BUILDING 10

PLANTING PLAN

DATE: 11.08.07
 SCALE: 1" = 20'-0"

PROJECT: MOUNT ROYALE BUILDING 10

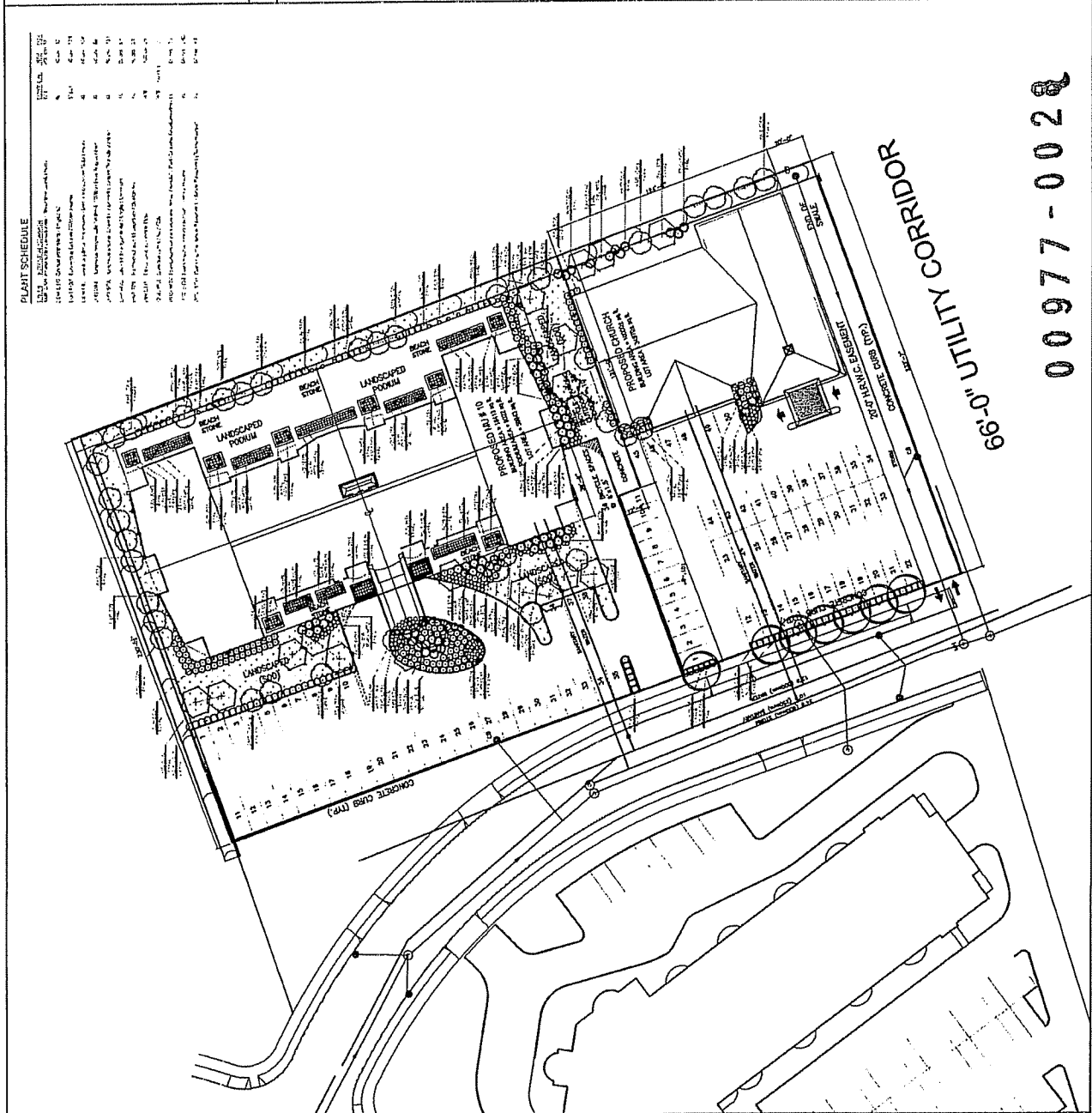
DESIGNER: FARS MILLER LANDSCAPES & DESIGN

1/101: SHRUB PLANTING DETAIL, N.T.S.

2/101: CONIFEROUS TREE PLANTING DETAIL, N.T.S.

3/101: DECIDUOUS TREE PLANTING DETAIL, N.T.S.

4/101: ROOF PLANTER DETAIL, N.T.S.



March 20, 2007

**DENSITY CALCULATION SHEET
MOUNT ROYALE SUBDIVISON Lots MU-9 and MU-10 and Trinity Anglican Church**

- **AREA FOR DENSITY CALCULATION** includes: lot area, frontage with street and permanent open spaces based on 30ft-9.1 m.

Lot # 9

LOT AREA	AREA FOR DENSITY CALCULATION	UNIT TYPES	# UNITS		DENSITY	
9,089 SQ M	11,961 SQ M 2.96 ACRES	1 BEDROOM	23	2.0	46	
		2 BEDROOM	110	2.25	247.5	
		TOTAL	133		293.5	

Lot # 10

LOT AREA	AREA FOR DENSITY CALCULATION	USE	UNIT TYPES	# UNITS		DENSITY
8,506 SQ M	12,345 SQ M 3.05 ACRES	MULTI UNIT RESIDENTIAL	1 BEDROOM	39	2.0	78
			2 BEDROOM	39	2.25	87.75
			3 BEDROOM	14	2.25	31.5
		Church			6.67	
		TOTAL	92		203.92	

00977 - 0037

ATTACHMENT C

THIS AGREEMENT made this day of , 2008,
BETWEEN:

BYBLOS DEVELOPMENT GROUP

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, Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain undeveloped lands located off Main Avenue, Halifax, formerly known as the Butler Brothers Limited lands and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the “Lands”);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on April 4, 2005, of a Stage I Development Agreement (Municipal Case No. 00567) relating to the primary design and planning for a mixed commercial/residential development on the Lands which said agreement was signed August 3, 2005, and recorded at the Halifax Land Registry on September 29, 2005, as Document Number 84639823 (hereinafter called “the Stage I Agreement”);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on February 6, 2006, of a non-substantive amendment to the Stage I Development Agreement (Municipal Case No. 00873) to allow modifications to the street network and the open space configuration which said agreement was signed on August 14, 2006, and recorded at the Halifax Land Registry on September 15, 2006, as Document Number 86132652 (hereinafter called “the First Amending Stage I Agreement”);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on June 18, 2007, of an amendment to the Stage I Development Agreement (Municipal Case No. 00977) to allow the addition of an Institutional use, remove the limitation on the amount of commercial area allowed and update the masterplan to reflect the most current information which said agreement was signed on November 15, 2007, and recorded at the Halifax Land Registry on December 12, 2007, as Document Numbers 89529755, 89529854 and 89529888 (hereinafter called “the Second Amending Stage I Agreement”);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on June 12, 2006, of a Stage II Development Agreement for Phase 1 (Municipal Case No. 00791) to allow two multiple residential units (Buildings 9 and 10) and a Community Entrance Park which said agreement was signed October 5, 2006, and recorded at the Halifax Land Registry on October 12, 2006, as Document Number 86350528 (hereinafter called “the Stage II, Phase 1 Agreement”);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on September 10, 2007, of an amendment to the Stage II, Phase 1 Development Agreement (Municipal Case No. 00977) to allow the addition of a church and revisions to the plans for the multiple unit residential building on Lot MU-10 which said agreement was signed November 15, 2007, and recorded at the Halifax Land Registry on December 12, 2007, as Document Number 89529953 (hereinafter called “the First Amending Stage II, Phase 1 Agreement”);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on January 8, 2007, of a Stage II Development Agreement for Phases 2 and 3 (Municipal Case No. 00959) to allow the construction of Phases 2 and 3 and the completion of infrastructure works which said agreement was signed March 21, 2007, and recorded at the Halifax Land Registry on April 11, 2007, as Document Number 87574803 (hereinafter called “the Stage II, Phases 2 and 3 Agreement”);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on May 5, 2008, of an amendment to the Stage II, Phases 2 and 3 Development Agreement (Municipal Case No. 01112) to allow an alteration to the boundary of the District Park Entrance to the Mainland Common (P2) (hereinafter called “the First Amending Stage II, Phases 2 and 3 Agreement”);

AND WHEREAS the Stage I Agreement was registered under the wrong system (Registry of Deeds Document Number 83128802 registered on September 29, 2005) resulting in an incorrect document number being referenced in subsequent agreements; this consolidated Agreement remedies this matter by referencing the correct document number (Land Registry Document Number 84639823 registered on March 22, 2006);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality granted approval on _____, 2008, of consolidated agreements for the Stage I, Stage II Phase 1 and the Stage II Phases 2 and 3 Development Agreements (Municipal Case No. 01173);

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

1.3 Applicability of Other By-laws, 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 Provincial/Federal Government and the Developer or Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

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 HRM 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, Landscape Architect, Architect, Land Surveyor or other professional with appropriate credentials.

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.

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 regulations, by-laws or codes applicable to any 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.

1.7 Stage I Agreement

All terms and conditions of the Stage I Agreement remain in effect.

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

2.1.1 The Developer shall develop the Lands known as Mount Royale (a portion of PID # 40541682 and a portion of PID # 00271924), in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules B1 to EE inclusive attached to this agreement and the plans No. 00959-0006 to 00959-0009 inclusive, 00959-0023 to 00959-0025 inclusive, 00959-0032 to 00959-0034 inclusive, 00959-0041 to 00959-0043 inclusive, 00959-0056 to 00959-0059 inclusive, 00959-0068 to 00959-0077 inclusive and 01112-0001 to 01112-0003 inclusive filed in the Halifax Regional Municipality as Case Numbers 00959 and 01112. (*1st Amendment*)

2.1.2 The Schedules to this Agreement are:

Schedule A	Legal Descriptions for Phases 2 and 3, Mount Royale Residential Development, Main Avenue, Halifax
Schedule B1	Site Plan Phases 2 and 3 numbered 01112-0001
Schedule C1	Site Services Plan Phases 2 and 3 numbered 01112-0002
Schedule D	Density Calculation Sheet numbered 00959-0071
Schedule E1	Park Site Development Plan numbered 01112-0003
Schedule F	Semi-detached Typical Front Elevation numbered 00959-0056
Schedule G	Semi-detached Typical Alternate Front Elevation numbered 00959-0057
Schedule H	Semi-detached Typical Side Elevation numbered 00959-0058
Schedule I	Semi-detached Typical Rear Elevation numbered 00959-0059
Schedule J	Townhouse Typical Block Front Elevation numbered 00959-0006
Schedule K	Townhouse Typical Block Right Side Elevation numbered 00959-0007
Schedule L	Townhouse Typical Block Left Side Elevation numbered 00959-0008

Schedule M	Townhouse Typical Block Rear Elevation numbered 00959-0009
Schedule N	Site Plan Building 5 numbered 00959-0072
Schedule O	Building 5 - Front Elevation numbered 00959-0023
Schedule P	Building 5 - Side Elevations numbered 00959-0024
Schedule Q	Building 5 - Rear Elevation numbered 00959-0025
Schedule R	Site Plan Building 6 numbered 00959-0073
Schedule S	Building 6 - Front Elevation numbered 00959-0032
Schedule T	Building 6 - Side Elevations numbered 00959-0033
Schedule U	Building 6 - Rear Elevation numbered 00959-0034
Schedule V	Site Plan Building 7 numbered 00959-0074
Schedule W	Building 7 - Front Elevation numbered 00959-0041
Schedule X	Building 7 - Side Elevations numbered 00959-0042
Schedule Y	Building 7 - Rear Elevation numbered 00959-0043
Schedule Z	Planting Plan Building 5 numbered 00959-0075
Schedule AA	Planting Plan Building 6 numbered 00959-0076
Schedule BB	Planting Plan Building 7 numbered 00959-0077
Schedule CC	Typical Gate Wall Construction Detail numbered 00959-0069
Schedule DD	Typical Section of Gate Wall Detail numbered 00959-0070
Schedule EE	Typical Transformer Pad Enclosure Detail numbered 00959-0068

(1st Amendment)

2.2 Requirements Prior to Approval

- 2.2.1 Prior to the issuance of any municipal Permits for Buildings 5, 6 and 7, the Developer shall follow the MICI (Multi-unit/Industrial/Commercial/Institutional/Commercial) process for each of Buildings 5, 6 and 7.
- 2.2.2 Prior to the issuance of a Municipal Occupancy permit for any multiple unit building, the Developer shall provide certification to the Development Officer from a qualified professional indicating that the Developer has complied with the Landscaping Plans or provided the appropriate securities pursuant to Sections 2.8.7 and 2.8.8 of this Agreement, unless otherwise stated by the Municipality.
- 2.2.3 Prior to the acceptance of Secondary Services in Phases 2 and 3, Park Dedication parcels P1 and P2 as shown in Schedule **E1** (*1st Amendment*) pursuant to Section 2.10 of this Agreement must be ready and useable for public recreation purposes. This useable state shall be to the satisfaction of the Development Officer in consultation with the Parkland Planner as achieved via: A) design (Grading, Landscaping, and Engineering plans) B) grubbing, regrading and sub-base preparation of specified areas, C) clean-up of forest retention areas affected by windfall damage, and D) re-instatement of all disturbed areas with 150 mm topsoil and hydroseed or approved equivalent.

- 2.2.4 In order to encourage timely completion of the park sites P1 and P2, all works within the parks are to be completed prior to the acceptance of secondaries for Phases 2 and 3 pursuant to Sections 2.10.12 and 2.10.13 of this agreement.
- 2.2.5 Prior to the acceptance of secondary services for Phases 2 and 3, the Developer shall provide to the Development Officer a letter from the NS Department of Environment indicating that they have met all the conditions of the NSDOE or made adequate arrangements to do so in relation to the watercourse alteration.
- 2.2.6 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.

2.3 General Description of Land Use

- 2.3.1 The uses of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are as follows:
- (a) 100 single family dwellings;
 - (b) 50 townhouse units in 8 blocks;
 - (c) 20 semi-detached units in 10 buildings;
 - (d) Building 5 - a seven storey 82 unit multiple residential apartment building with two levels of enclosed parking;
 - (e) Building 6 - a seven storey 100 unit multiple residential apartment building with two levels of enclosed parking and a penthouse;
 - (f) Building 7 - a seven storey 91 unit multiple residential apartment building with two levels of enclosed parking;
 - (g) Private open space, landscape areas, entry signage and walkways;
 - (h) Vehicular parking, loading and circulation areas;
 - (i) Public open space consisting of a Community/Neighbourhood Park (P1) and District Park Entrance to the Mainland Common (P2);
 - (j) Public street network and associated infrastructure;
 - (k) Temporary accessory uses to the foregoing, including a sales office and construction trailer.
- 2.3.2 A density calculation sheet based on Section 2.2.8 of the Stage I Development Agreement, as amended, shall be provided with each building permit application which also tracks the overall density for all of the buildings which have received building permits previously within this project in order to verify that the overall density allowed of 39 persons per acre is not exceeded. A running total shall be provided based on the area for density calculation

divided by the total density of all buildings previously approved and currently seeking approval.

2.3.3 The number of units in the multiple residential buildings may be increased or decreased by a maximum of 10% from the numbers specified herein provided that the overall density does not exceed the maximum allowed.

2.3.4 The Development Officer may approve unenclosed structures attached to a main building such as verandas, decks and/or porches and steps and mobility disabled ramps, to be located within the minimum front, side and rear yards provided the provisions of the Mainland Halifax Land Use By-law as amended from time to time for such structures are adhered to.

2.4 Phasing

2.4.1 Phasing shall comply with the conditions and sequences which have been identified in the Stage I development agreement.

2.4.2 All Phases or portion thereof shall include the provision of the applicable parkland parcels and facilities as required by Section 2.10 of this Stage II Development Agreement.

2.4.3 Prior to construction of any Phase or portion thereof, a Municipal Service Agreement must be signed in accordance with the Subdivision By-Law and the Stage I Development Agreement, as amended, and this Stage II Development Agreement.

2.5 Detailed Provisions for Land Use

2.5.1 All single and two unit dwellings must meet the requirements of the R-1 Single Family Dwelling and R-2 Two-family Dwelling Zones, respectively, as described in the Halifax Mainland Land Use By-law.

2.5.2 As per the Stage 1 Agreement and notwithstanding Clause 2.5.1, for the single detached and semi-detached dwellings, a minimum front yard setback of 15 feet to the front building face with projections, such as, but not limited to, stairs, balconies and bay windows, into that set back of no more than 5 feet may be permitted.

2.5.3 All townhouse dwellings must meet the requirements of the R-2T Townhouse Zone as described in the Halifax Mainland Land Use By-law.

2.5.4 As per the Stage 1 Agreement and notwithstanding Clauses 2.5.1 and 2.5.3, for the single detached, semi-detached and townhouse dwellings, the maximum height shall be 26 feet measured from the average grade surrounding the building to the building eaves.

- 2.5.5 As per the Stage 1 Agreement and notwithstanding Clauses 2.5.1 and 2.5.3, for the single detached, semi-detached and townhouse dwellings, a minimum side yard of four feet may be permitted on one side of each dwelling provided that a minimum distance of 12 feet is maintained between main buildings. The site plan for any development permit application must include details of the adjacent property to demonstrate that the setback can be met.
- 2.5.6 All Multiple Unit Residential Apartment buildings must generally comply with the R-4 Multiple Dwelling Zone requirements for Mainland Halifax with the exception of density, angle controls, landscape open space, and open space and as identified in the attached Schedules and written text of this agreement.
- 2.5.7 For the purposes of determining permissible density, one bedroom plus den units shall be considered to be a one-bedroom unit.

2.6 Buildings/Architecture/Site Design

- 2.6.1 The Developer shall construct buildings and amenities on the Lands, which, in the opinion of the Development Officer are generally in conformance with the written descriptions and Schedules **B1** (*1st Amendment*) to EE inclusive, attached hereto, including but not limited to their size, height, number of units and architectural design, including facade features and type of building materials.
- 2.6.2 Architectural materials and detailing, for the townhouse buildings, semi-detached buildings and multiple unit buildings, in general accordance with Schedules F, G, H, I, J, K, L, M, O, P, Q, S, T, U, W, X and Y, shall be provided or an acceptable equivalent which, in the opinion of the Development Officer, in consultation with a Building Official, is equivalent or of a higher quality or improved design which enhances the overall appearance or functionality of the building and furthers the intent of this agreement. The quality of architectural materials, building design and detailing for the single family homes shall be of similar, equal to or better than and compatible with the materials used throughout the development.
- 2.6.3 The location of the buildings shall be substantively in conformance with Schedules **B1** (*1st Amendment*), N, R and V in order to comply with Section 2.1.4 of the Stage I Development Agreement as amended.
- 2.6.4 No exposed treated lumber or plain concrete block shall be used in building construction and no vinyl siding shall be used on the multiple residential buildings. This does not apply to secondary structures such as decks, fences or steps.
- 2.6.5 All roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any public street or adjacent residential development. Any mechanical equipment located at grade shall be

- screened from view from any public street with landscaping or a combination of fencing and landscaping elements.
- 2.6.6 All vents, down spouts, flashing, electrical conduits, utility meters, service connections, and other functional elements shall be treated as integral parts of the design.
- 2.6.7 The Developer shall be entitled to modify the configuration of internal units for the multiple unit buildings provided the building size has not increased and the overall exterior appearance of the building is maintained.
- 2.6.8 All balconies on the multiple unit dwellings shall be made of decorative metal and glass. Wooden railings are not permitted on the multiple unit dwellings.
- 2.6.9 Architectural treatment and materials shall be continued around all sides of all buildings visually exposed to a public street or public parkland.
- 2.6.10 The multiple residential apartment buildings 5, 6 and 7 shall include mitigation materials for ghost interference as identified in Section 2.7.3 of the Stage I Development Agreement, as amended. The buildings shall include mitigation methods for Radio Frequency Overload, as advised by Oldham Engineers Inc., such as grounding, bonding, shielding and filtering for building electrical wiring and apparatus including signaling cables (intercom, alarms, etc.).
- 2.6.11 Building 5 shall have a minimum of 65 interior bicycle parking spaces provided within the two levels of underground parking and a minimum of 15 outdoor parking spaces. Building 6 shall have a minimum of 45 interior bicycle parking spaces provided within the two levels of underground parking and a minimum of 15 outdoor parking spaces. Building 7 shall have a minimum of 75 interior bicycle parking spaces provided within the two levels of underground parking and a minimum of 15 outdoor parking spaces.
- 2.6.12 No accessory buildings, fuel tanks, utility meters, central air conditioning units or exhaust vents shall be located within the front yard. No accessory buildings or swimming pools shall be located within a tree preservation area.
- 2.6.13 In regard to the single family dwellings, the Developer agrees that an objective of this development is to provide an aesthetically pleasing streetscape which exhibits a complementary variety of houses types and architectural designs. The architectural design of the buildings shall not be repeated within a three lot radius on the same street. In this regard, building plans within a three lot radius may have similar features, such as roof lines, facade articulation (projections/recesses), fenestration, primary exterior wall colour or materials or roof colour, etc. The Developer shall provide all required documentation at the time of application for the Development Permit to verify compliance with this provision.

- 2.6.14 Any exposed foundation in excess of 1 metre/ 3 feet and/or parking garage face shall be architecturally detailed, veneered with stone or brick, stucco, painted, or an equivalent. Building plans must clearly indicate how this will be addressed.
- 2.6.15 The Development Officer shall verify that all lighting shall be directed to all driveways, parking areas, loading areas, building entrances and walkways and away from streets and abutting properties. 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.
- 2.6.16 On the final plan of subdivision for all townhouse units, the developer shall show easements from the public street such that all individual owners may access the rear of their units. The lot grading design is to be such that access is possible.
- 2.6.17 Blank endwalls shall be avoided in townhouse blocks by means such as, but not limited to: location of front door on side wall of corner unit; placement of windows; architectural detailing.
- 2.6.18 In townhouse blocks, driveways shall be paired with a minimum 1.2 metres/ 4 foot wide landscape strip or decorative hard surface material between the driveways.
- 2.6.19 Amenity space in multiple unit projects shall be set aside for private recreational purposes such as common recreational areas, recreational rooms and roof decks as generally identified in the schedules and floor plans. Amenity space shall include interior and/or exterior areas of each site set aside for the exclusive purposes of visual improvement and/or recreation use and shall include areas of landscaping, exercise rooms, community/party rooms, balconies, landscaped podiums and sun decks. The amenity spaces shall be of a size large enough to accommodate the activity for which it is programmed to be used.
- 2.6.20 The Developer shall be entitled to minor modifications to the architectural requirements of this section provided the changes are minor in nature, in the opinion of the Development Officer, and comply with the intent to this agreement.

2.7 Parking, Circulation and Access

- 2.7.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on Schedules **B1** (*1st Amendment*), N, R and V. Minor modifications may be considered provided that the changes enhance the circulation and opportunities for parking without having a negative impact on landscaping or pedestrian accessibility. The parking areas shall maintain a minimum setback from all property lines of 0.6 metres/2 feet and as generally shown on the plans. All parking areas, driveways and circulation aisles on private lands shall be asphalt or concrete and, for multiple unit residential developments, be defined by concrete curbing.

- 2.7.2 The parking areas, driveways and circulation aisles shall comply with the requirements of the Land Use By-law for Mainland Halifax as amended from time to time, Bylaw S-300 Respecting Streets, the Municipal Service Systems Guidelines and any other applicable legislation. All townhouse units shall have, as a minimum, one parking space.
- 2.7.3 The Developer agrees that 2 metres/six feet wide concrete pedestrian walkway connections to the park (P1), with grades not exceeding 8%, shall be provided through the multiple unit developments as shown on Schedules **B1** (*1st Amendment*), N, R and V and shall be designed and constructed to allow for future connections to trails/walkways within the park (P1). Easements to provide a right of access for the public over these walkways shall be registered on all titles that are impacted and shall be identified on all final subdivision plans.

2.8 Landscaping

- 2.8.1 Landscaping for the multiple unit buildings shall be provided as a minimum in accordance with the planting plans attached to this agreement as Schedules Z, AA and BB. The Developer may provide enhanced landscape features at their own discretion.
- 2.8.2 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards, as amended, and sodded areas to the Canadian Nursery Sod Growers' Specifications, as amended. All disturbed areas shall be reinstated to original condition or better.
- 2.8.3 The Development Officer may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.
- 2.8.4 The screening of electrical transformers shall be undertaken through the use of enclosures as detailed in Schedule EE as located on Schedules N, R, V and Z, AA and BB. All proposed gate walls at the entrances to all multiple residential buildings shall constructed according to Schedules CC, DD and EE as located on Schedules N, R, V and Z, AA and BB.
- 2.8.5 The pedestrian walkways and exterior bicycle parking pads within the multiple unit residential developments shall be located as shown on Schedules N, R and V, constructed of concrete in accordance with the applicable HRM specifications. Bike racks shall be provided as specified on the planting plans, Schedules Z, AA and BB, or equivalent.
- 2.8.6 Tree Preservation areas for the singles, semis and townhouses were identified in the Stage I agreement. Within the tree preservation areas no living trees shall be cut unless identified as hazardous by a tree care professional. No understorey plants, groundcovers or shrubs shall be removed unless identified by a Landscape Architect or Botanist as an invasive species. In locations where tree preservation has not been possible as identified in the Stage I agreement, the Developer is to plant new trees. New trees are to be planted a maximum of

3 metres/10 feet on center. To provide the most effective screening where lots are back to back the trees are to be planted in a staggered manner while attempting to achieve a natural appearance. The new trees are to be a mix of deciduous and coniferous such as but not limited to white spruce, white pine and white birch. Deciduous trees are to be a minimum of 50 mm caliper and coniferous trees are to be a minimum of 1 metre in height. All new trees are to be planted in accordance with the planting details as shown on Schedules Z, AA and BB.

- 2.8.7 For the multiple unit residential buildings, prior to issuance of an 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.
- 2.8.8 Notwithstanding the above 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 120 per cent of the estimated cost to complete the landscaping. The cost estimate is to be provided 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 Schedules N, R and V. The Developer shall be responsible for all costs in this regard exceeding the deposit. Any unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.
- 2.8.9 It is the responsibility of the developer to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping as well as the anticipated mature weight of the plant material on any rooftop and podium.
- 2.8.10 Landscaping of individual single, semi or townhouse lots, including the placement of topsoil and sod, shall occur prior to occupancy permit issuance for Phases 2 and 3 and only during dry weather. The landscaping shall be completed within two days of topsoil being deposited on the individual lot or as may otherwise be determined and approved through the requirements of the subdivision grading plan. Topsoil shall be placed on the lot, not the street. Temporary stabilization or covering of exposed topsoil is mandatory in the event of rainfall during the aforementioned two day period. Excess topsoil must be removed from the site or permanently stabilized.

2.9 Maintenance

The Developer shall maintain and keep in good repair all portions of the multiple unit development on the Lands, including but not limited to, the interior and exterior of the buildings, fencing, walkways, 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.

2.10 Public Park Dedication

- 2.10.1 The Developer shall design and grade, topsoil and hydroseed the playfield and meadow area as identified in Schedule **E1** (*1st Amendment*) Community/Neighbourhood Park (P1). The Developer shall, at their cost, do a detailed design (incorporated into Site Grading and Landscaping and Engineering drawings), prepare the site, and complete site works in consultation with HRM's Park Planning staff.
- 2.10.2 The playfield shall be cleared, grubbed, sub-graded with approved sub-base material to sustain the grassed top layer, and fine graded with the 150 mm minimum top layer of topsoil and hydroseed or an approved equivalent. Any disturbed and regraded areas are to be reinstated with 150mm topsoil and hydroseeded or an approved equivalent.
- 2.10.3 Tree Planting in P1, to be undertaken at a later date by the Municipality, shall consist of a minimum of 13 red oaks, minimum 75 mm caliper in size to be located as shown on Schedule **E1** (*1st Amendment*).
- 2.10.4 Within the forest retention areas, windfall and damaged trees that pose a hazard to park users shall be addressed by the Developer prior to acceptance by the Municipality in accordance with HRM's Park Planning and Development Guidelines section on Hurricane and Natural Disaster Cleanup Guidelines.
- 2.10.5 The Developer is to provide a curb cut for access to the proposed parking area for park P1 and is to ensure that the parking area site is pad ready for future driveway and parking lot construction. The parking area is to be visible from the road and have a comfortable and gradual transition from the road to the parking area and from the parking area to any connecting walkway or trail in accordance with Crime Prevention Through Environmental Design (CPTED) principles.
- 2.10.6 In order to better define the property line boundary between the park P1 and the abutting townhouses, private fencing shall be provided on the residential side of the property line at the expense of the Developer for all townhouse blocks/lots directly abutting P1. The Developer shall incorporate the type and design of the required fencing into the building drawings. The completion of the fencing shall be required prior to the issuance of any occupancy permit for any affected townhouse blocks/lots. Individual homeowners will be responsible for future maintenance of the fence.

- 2.10.7 The District Park Entrance to the Mainland Common (P2) access driveway shall be constructed by the Developer from the re-aligned Main Avenue to the existing Halifax Regional Water Commission easement. The driveway shall be of asphalt and all applicable water valves to be adjusted as per engineering drawing GEN-12 and shall be located within this paved area. A locking access gate shall be constructed at Main Avenue on the R.O.W. in order to control access to this driveway. This gate shall be constructed by the Developer in accordance with HRWC standard drawing #3147 and be acceptable to Parkland Planning.
- 2.10.8 Tree Planting for P2, to be undertaken at a later date by the Municipality, shall consist of as a minimum 6 red oaks, minimum 75 mm caliper in size to be located as shown on Schedule **E1** (*1st Amendment*).
- 2.10.9 Should the Developer, in consultation with the Parkland Planner and the Development Engineer, wish to construct a vernal pond within P2, it shall be designed, approved and constructed to the satisfaction of the Parkland Planner and the Development Engineer at the expense of the Developer and include reinstatement of the surrounding lands and any associated disturbed areas. The vernal pond may have a combined park recreation and engineering function but the park recreational function must take precedence and be reflected in the design.
- 2.10.10 Section 2.6.1.5(b) in the Stage I Development Agreement, as amended, requires the Developer to equip the Community/Neighbourhood Park (P1) and the District Park Entrance to the Mainland Common (P2), with HRM approved water and sewer laterals, power, lighting, communication service, sidewalks and driveways. It has been agreed by all parties that no services will be provided to the parks (P1 and P2).
- 2.10.11 Prior to the acceptance of Secondary Services in Phases 2 and 3, Park Dedication parcels P1 and P2 as shown in Schedule **E1** (*1st Amendment*) pursuant to Section 2.10 of this Agreement must be ready and useable for public recreation purposes. This useable state shall be to the satisfaction of the Development Officer in consultation with the Parkland Planner as achieved via: A) design (Grading, Landscaping, and Engineering plans) B) grubbing, regrading and sub-base preparation of specified areas, C) clean-up of forest retention areas affected by windfall damage, and D) re-instatement of all disturbed areas with 150 mm topsoil and hydroseed or approved equivalent.
- 2.10.12 The proposed park dedication as shown on Schedule **E1** (*1st Amendment*) shall be conveyed to the Municipality by the Developer in conjunction with the completion and acceptance of secondary services of the streets on which those park parcels have frontage. For the purposes of park P1, HRM will require conveyance of the parkland upon completion and acceptance of the secondary services for the last street upon which the park has frontage in Phase 2 as identified in Section 2.6.1.2 (a) of the Stage I agreement. For the purposes of park P2 the park shall be conveyed upon completion and acceptance of phase 3.

- 2.10.13 The park lands shall, at secondary acceptance, be “Useable for public park purposes” free of legal, environmental, or physical encumbrances. "Encumbrances" mean, for the purposes of Park Dedication, legal, environmental, or physical constraints on the lands that may limit its use and management or present an unreasonable development or remediation costs to the Municipality.

2.11 Signs

- 2.11.1 No ground sign or entry wall shall obstruct the vision of drivers leaving/entering the roadway or driveways, or detract from the visibility or effectiveness of any traffic sign or control device on public streets.
- 2.11.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office/show home) is located on the site. No realtor signs shall be posted within the HRM Right of Way.
- 2.11.3 No mobile, moveable or florescent coloured signs or billboards shall be permitted, illuminated or otherwise.
- 2.11.4 Except as otherwise specifically provided for above, sign location and size shall comply with the requirements of the Mainland Halifax Land Use Bylaw.

2.12 Civic Addressing

Readdressing of the existing properties on Main Avenue will be necessary upon it’s realignment. As there are commercial facilities involved, the Civic Addressing By-law allows for an extended notification period of up to 180 days. The cost of readdressing is to be incurred by the Developer possibly through a contribution to the owners to defer costs. The Developer must contact Civic Addressing as soon as possible in order to make arrangements for the readdressing of the properties impacted.

2.13 Streets And Municipal Services

- 2.13.1 All construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement. Any submitted drawings are to match the most recent approved engineering drawings. The engineering drawings should govern unless otherwise approved.
- 2.13.2 Servicing for all proposed buildings must match the most current engineering drawings submitted by MacDonnell Group for subdivision approval and all laterals are to be installed during the construction of services.

- 2.13.3 At the building permit stage, supplemental information will be required including but not limited to 1:5 year ponding limits in the parking lot catchbasins, pipe inverts, limiting flows to 40%, etc.
- 2.13.4 All secondary electrical, telephone and cable service to all multiple unit residential buildings shall be underground installation.
- 2.13.5 All services shall be designed and constructed in accordance with the Municipal Service Systems Guidelines.
- 2.13.6 The water distribution system shall conform with the schematics presented on Schedule C1 (*1st Amendment*), Engineering drawing C-SD-1, most current revision (revision 9 or later) and all design and construction requirements of the Halifax Regional Water Commission.
- 2.13.7 The sanitary sewer system shall conform with the schematics presented on Schedule C1 (*1st Amendment*), Engineering drawing C-SD-1, most current revision (revision 9 or later) and the design and construction standards of the Municipal Service Systems Manual, unless otherwise acceptable to the Development Engineer.
- 2.13.8 Burning of site material such as but not limited to vegetation, brush and trees shall be prohibited. Burning of site material may be permitted if approval in writing is granted by Fire Services.
- 2.13.9 The multiple unit residential buildings shall include interior designated spaces 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 Solid Waste Resources. Refuse containers and waste compactors shall be confined to the underground parking areas of each building.
- 2.13.10 Utility easements shall be provided as necessary but the use of easements shall be limited to locations where construction within street rights-of-way are not feasible.
- 2.13.11 For multiple unit residential buildings, security may be accepted by the Development Officer for the completion of outstanding on-site paving and landscaping work prior to issuance of a conditional occupancy permit. Such security shall consist of a security deposit in the amount of 120 per cent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. All outstanding work shall be satisfactorily completed within one year of the date of receipt of the security deposit by the Developer. The security shall be returned to the Developer when all outstanding work is satisfactorily completed and the letter required in section 2.8.7 of this agreement has been received. Alternately, landscaping is to be completed in accordance with Section 2.8.8 of this agreement.

- 2.13.12 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.
- 2.13.13 For the portion of public road affected by this Stage II Development Agreement, the Developer agrees to comply with all detailed plans approved for construction as defined in the Municipal Servicing Agreement and revisions made thereto as approved by the Development Engineer and the HRWC as a result of redesign of the cul-de-sacs (Salzburg Place and Sophia Street) as a result of the watercourse issue identified by NSDOE
- 2.13.14 The Developer agrees to comply with all drawings approved through the subdivision process. If the Developer fails at any time during any site work or construction to fully conform to the approved plans, 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 plans.
- 2.13.15 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.
- 2.13.16 The Municipality agrees that a maximum of two (2) single family dwelling units and two (2) semi detached dwelling units (one building) and one (1) townhouse block (all Phases) may be constructed prior to subdivision approval being granted for the lots on which the buildings are intended to be located provided that the municipal services plan has been approved by the Development Engineer and the Development Engineer and Development Officer are reasonably satisfied that the proposed development is capable of conforming with all applicable terms and conditions of this Agreement. The Municipality further agrees that such buildings may be used on a temporary basis for display or temporarily occupied for office uses pertaining to the sale of properties on the Lands but the Developer agrees that no occupancy permit shall be granted for use as a single family dwelling until acceptance of primary services has taken place for the portion of the street on which the proposed lots have frontage.
- 2.13.17 In order for water services to be accepted in Phase 2, a connection between Regency Park Drive and Bently Drive must be completed and conveyed to the Halifax Regional Water Commission via appropriate easements or a Stage II Agreement for Phase 4 with the full completion of services must be in place.

PART 3: AMENDMENTS

- 3.1 Amendments to any matters not identified under Section 3.2 of this agreement shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.
- 3.2 The following items are considered by both parties to be not substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act:
- (a) Changes to the exterior architectural appearance of the buildings or the construction materials of the buildings as determined by the Development Officer to be NOT generally as shown on the attached schedules or as detailed in Section 2.6, provided that plans are submitted for any changes to the building design and that such changes, in the opinion of Council, are minor in nature;
 - (b) Changes to the landscaping measures as determined by the Development Officer to be NOT generally as shown on Schedules Z, AA and BB or as detailed in Section 2.8 of this agreement which, in the opinion of Council, are minor in nature;
 - (c) Changes to the open space size, location and/or configuration as determined by the Development Officer to be NOT generally as shown on Schedules which, in the opinion of Council, are minor in nature;
 - (d) Development of, or minor adjustments of housing sites, as shown on Schedule B;
 - (e) Changes to the shape and location of the Typical Gate Walls and Typical Transformer Pad Enclosures as determined by the Development Officer to be NOT generally as shown on Schedules CC, DD and EE;
 - (f) A change of the number of residential units provided the allowed density detailed in Sections 2.3.2, 2.3.3, 2.5.7 and Schedule D is not exceeded; that plans are submitted for any changes to the building design; and that such changes, in the opinion of Council, are minor in nature;
 - (g) The granting of an extension to the date of commencement of construction as identified in Section 4.4 of this agreement; and
 - (h) The length of time for the completion of the development as identified in Section 4.5 of this agreement.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGES

- 4.1 A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia, and the Developer shall incur all costs 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 Lands which are the subject of this agreement until this Agreement is discharged by Council.

- 4.3 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.4 In the event that construction on the lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds, 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 shall mean completion of the footings for the proposed building or the issuance of a construction permit.
- 4.5 If the Developer fails to complete Phases 2 and 3 of the development or portions thereof, or after six (6) years from the date of registration of this Agreement at 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; or
 - (c) discharge this Agreement.
- 4.6 Upon the completion of the development or portions thereof, or within/after six (6) years from the date of registration 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 for Mainland Halifax, as may be amended from time to time.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

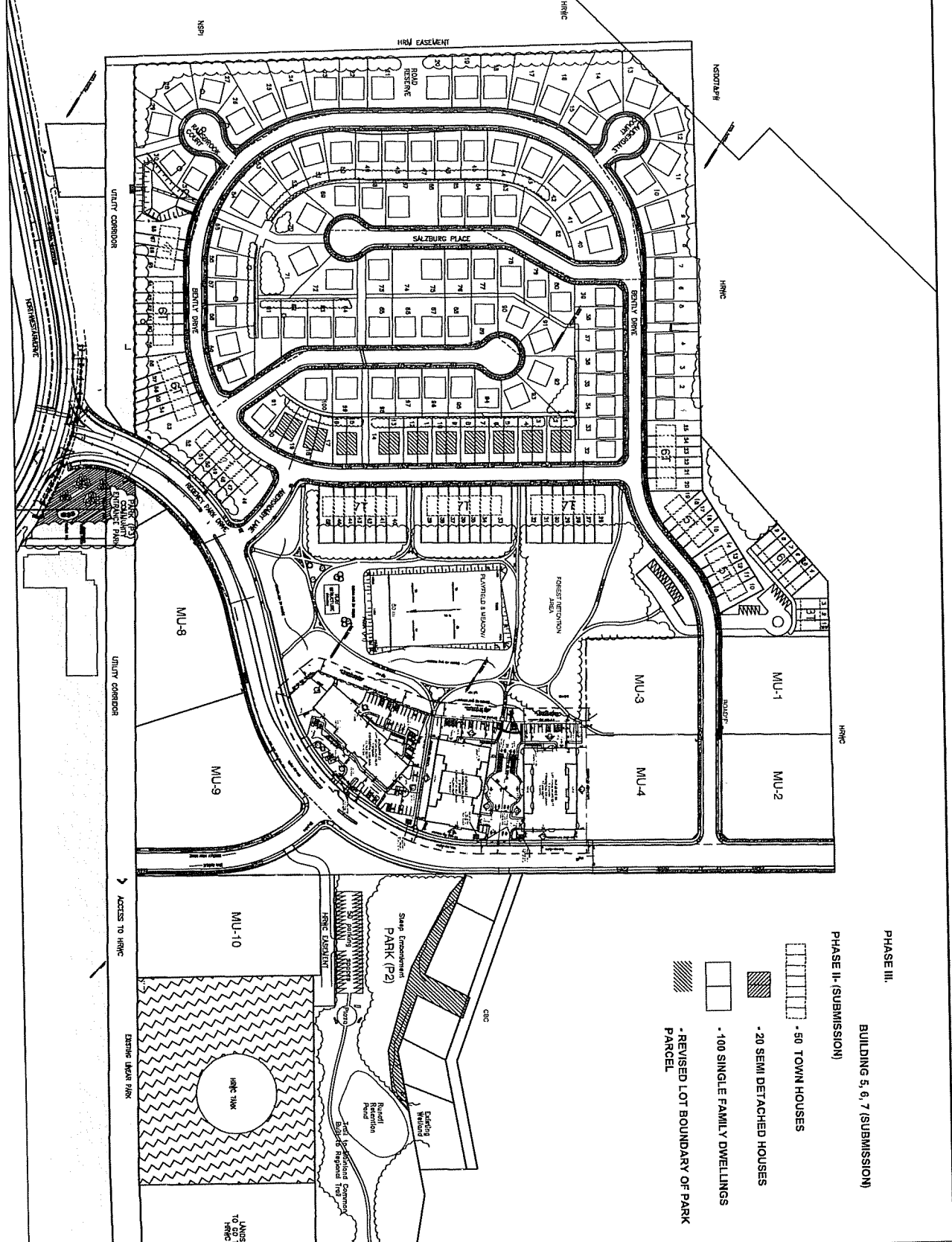
- 5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of 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 defense 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 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 hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

	)	<u>BYBLOS DEVELOPMENT GROUP</u>
)	
)	
	)	per: _____
)	
per: _____	)	per: _____
)	
	)	<u>HALIFAX REGIONAL MUNICIPALITY</u>
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

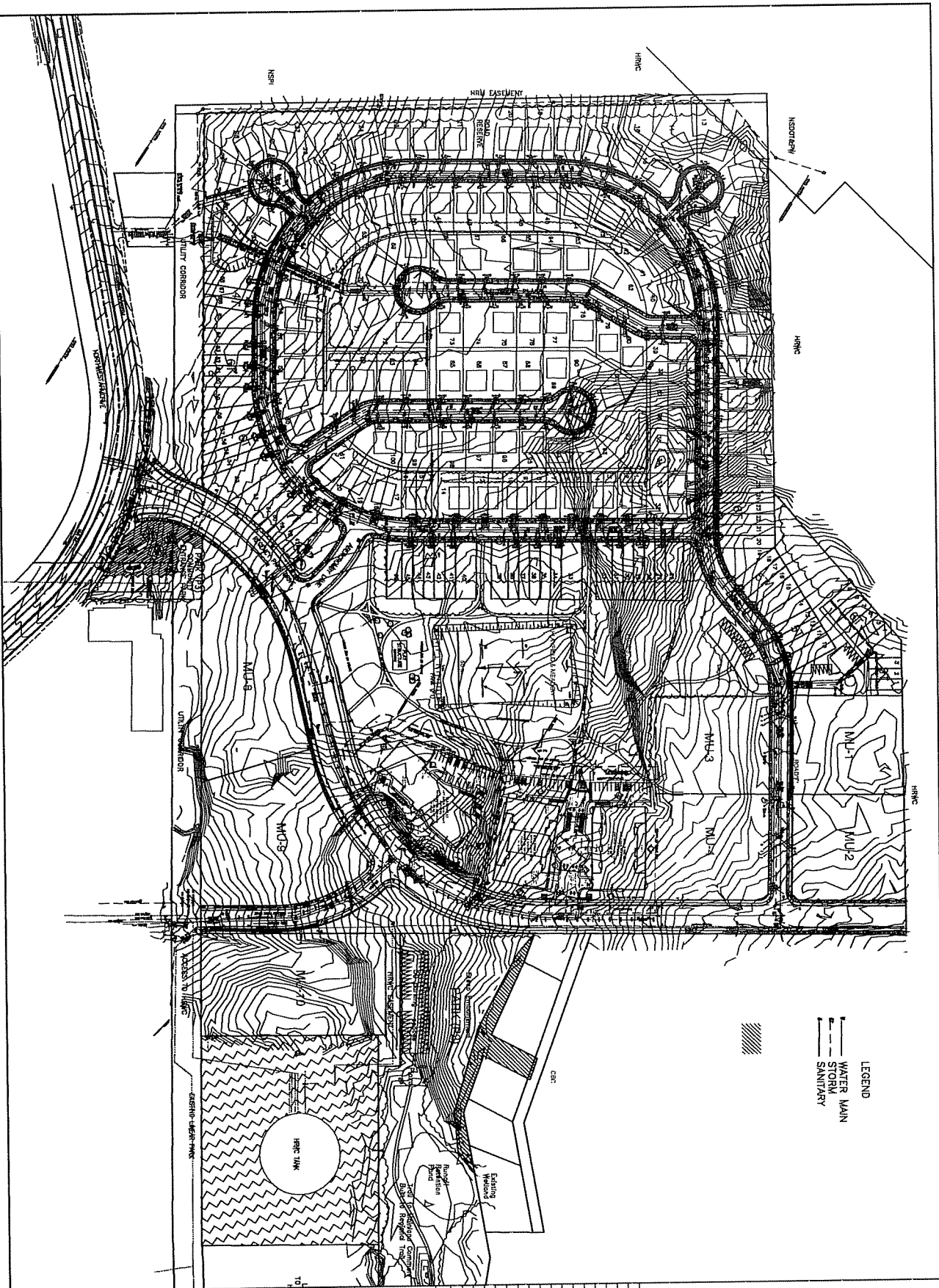


- PHASE III.
BUILDING 5, 6, 7 (SUBMISSION)
- PHASE II- (SUBMISSION)
- 50 TOWN HOUSES
 - 20 SEMI DETACHED HOUSES
 - 100 SINGLE FAMILY DWELLINGS
 - REVISED LOT BOUNDARY OF PARK PARCEL

Stage II, Phases 2 and 3 Schedule B1

Plan 01112-0001

<p>PARSONS BRINCKERHOFF ARCHITECTS ENGINEERS PLANNERS 1000 WEST 17TH AVENUE DENVER, COLORADO 80202 TEL: 303.733.8200 WWW.PB.CO</p>		<p>WYNNE'S 200 WEST 17TH AVENUE DENVER, COLORADO 80202 TEL: 303.733.8200 WWW.WYNNES.COM</p>	
<p>MOUNT ROYAL RESIDENTIAL DEVELOPMENT PHASE II</p>			
<p>DATE: 11/00</p>		<p>REV: JUN 11, 2006</p>	
<p>PROJECT: 200502</p>		<p>SD-1</p>	



Stage II, Phases 2 and 3 Schedule C1

Plan 01112-0002

SD-3

**MOUNT ROYALE SUBDIVISION
DENSITY CALCULATION SHEET**

AREA FOR DENSITY CALCULATION includes: lot area, frontage with street and permanent open spaces based on 30ft-9.1 m.

BUILDING 5

LOT AREA SQ FT	AREA FOR DENSITY CALCULATION SQ FT/ACRES	UNIT TYPES	# UNITS		DENSITY	PERSONS/ ACRE
50,813	57,148/1.31	1 BEDROOM	5 (1 per floor except on 1 st and 2 nd)	2.0	10	
		2 BEDROOM	77 (11 per floor)	2.25	173.25	
		TOTAL	82 (7 floors)		183.25	139.9

BUILDING 6

LOT AREA SQ FT	AREA FOR DENSITY CALCULATION SQ FT/ACRES	UNIT TYPES	# UNITS		DENSITY	PERSONS/ ACRE
49,543	55,063/1.264	BACH FLOR	42 (6 per floor)	1	42	
		2 BEDROOM	30 (4 per floor, 2 Penthouse units)	2.25	67.5	
		3 BEDROOM	28 (4 per floor)	2.25	63	
		TOTAL	100 (7 floors)		172.5	136.5

BUILDING 7

LOT AREA SQ FT	AREA FOR DENSITY CALCULATION SQ FT/ACRES	UNIT TYPES	# UNITS		DENSITY	PERSONS/ ACRE
66,164	89,924/2.06	1 BEDROOM	7 (1 per floor)	2.0	14	
		2 BEDROOM	84 (12 per floor)	2.25	189	
		TOTAL	91 (7 floors)		203	118.7

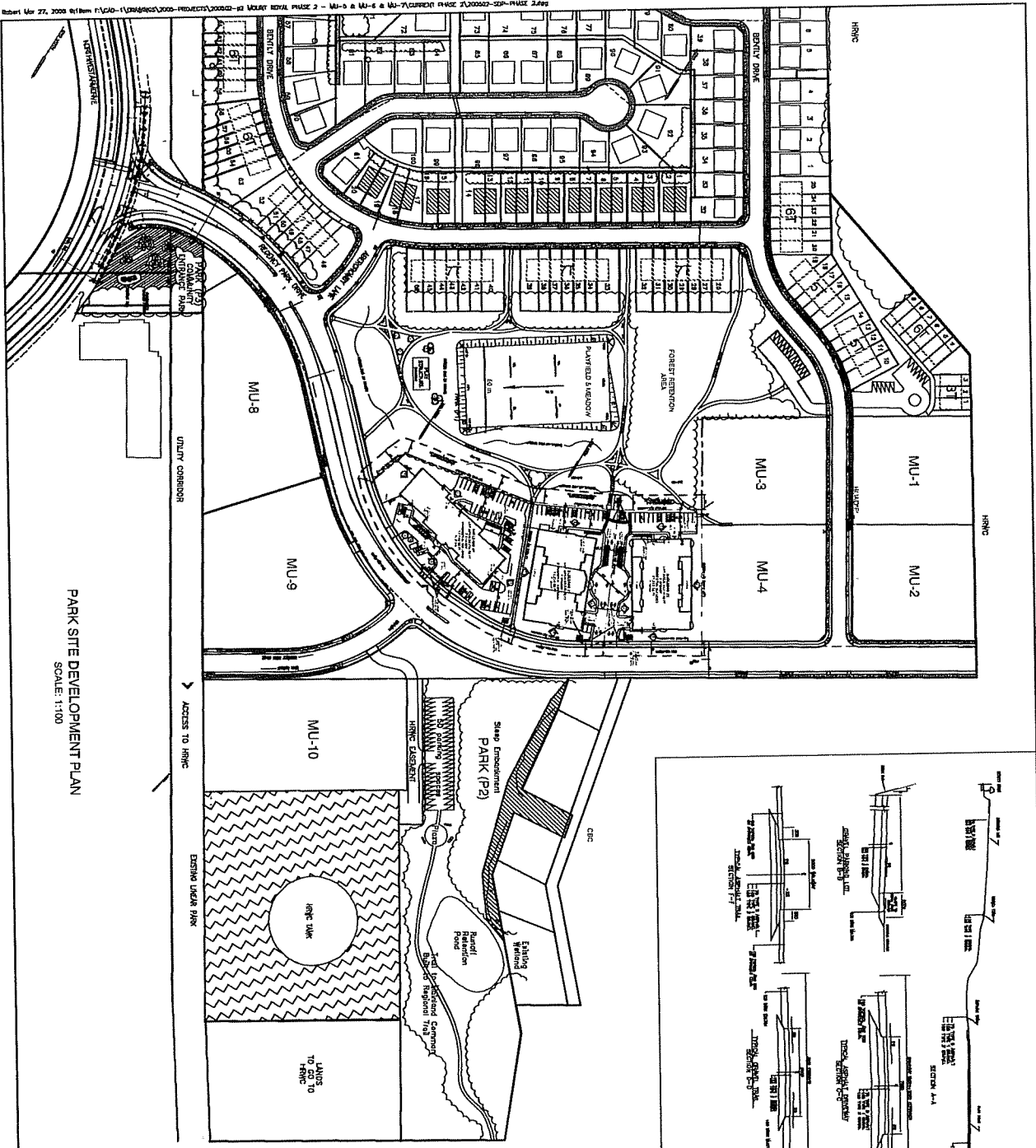
Summary of density consumed: (buildings 5, 6, 7, 9,10) + 100 Singles + 50 Townhouses + 20 Semis
 = (183.25+172.5+203+298.25+196.75) + (335) + (167.5) + (67)
 = 1623.25 persons

BLDG TYPE	UNIT	PROPOSED DENSITY
MU-1	90	201.50
MU-2	90	201.50
MU-3	90	201.50
MU-4	90	201.50
MU-5	82	183.25
MU-6	100	172.50
MU-7	91	203.00
MU-8	64	143.65
MU-9	138	298.25
MU-10	92	196.75
SINGLE FAMILY DWELLINGS	100	335.00
TOWNHOUSES	69	227.80
SEMI'S	20	67.00
TOTAL		2838.55

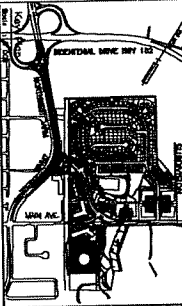
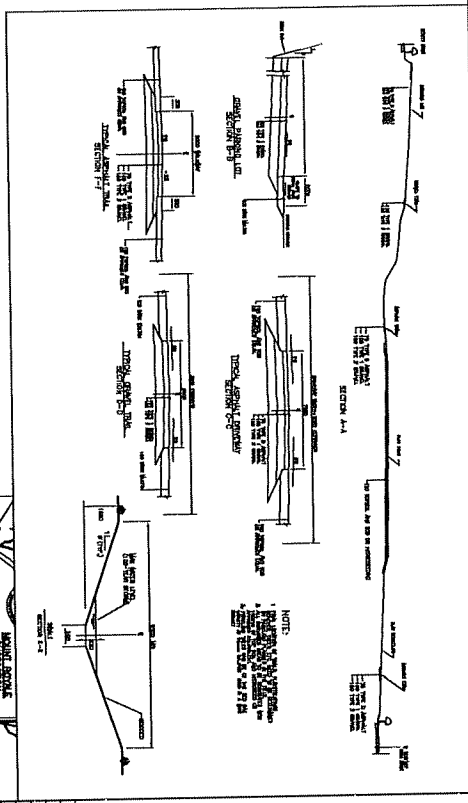
TOTAL LAND AREA: 67.55 ACRES

00959-0071

SCHEDULE: D



PARK SITE DEVELOPMENT PLAN
SCALE: 1:100



NOTES

1. EXISTING UTILITIES TO BE MAINTAINED, CONDUCTED THROUGH THE SITE.
2. EXISTING UTILITIES TO BE REMOVED, CONDUCTED THROUGH THE SITE AND REINSTALLED AT THE ORIGINAL LOCATION OR AT AN ALTERNATE LOCATION AS SHOWN ON THE PLAN.
3. ALL UTILITIES TO BE INSTALLED AT THE ORIGINAL LOCATION OR AT AN ALTERNATE LOCATION AS SHOWN ON THE PLAN.
4. ALL UTILITIES TO BE INSTALLED AT THE ORIGINAL LOCATION OR AT AN ALTERNATE LOCATION AS SHOWN ON THE PLAN.
5. ALL UTILITIES TO BE INSTALLED AT THE ORIGINAL LOCATION OR AT AN ALTERNATE LOCATION AS SHOWN ON THE PLAN.
6. ALL UTILITIES TO BE INSTALLED AT THE ORIGINAL LOCATION OR AT AN ALTERNATE LOCATION AS SHOWN ON THE PLAN.
7. ALL UTILITIES TO BE INSTALLED AT THE ORIGINAL LOCATION OR AT AN ALTERNATE LOCATION AS SHOWN ON THE PLAN.
8. ALL UTILITIES TO BE INSTALLED AT THE ORIGINAL LOCATION OR AT AN ALTERNATE LOCATION AS SHOWN ON THE PLAN.
9. ALL UTILITIES TO BE INSTALLED AT THE ORIGINAL LOCATION OR AT AN ALTERNATE LOCATION AS SHOWN ON THE PLAN.
10. ALL UTILITIES TO BE INSTALLED AT THE ORIGINAL LOCATION OR AT AN ALTERNATE LOCATION AS SHOWN ON THE PLAN.

PLAN LEGEND

EXISTING

- 1/4" DIA. CIRCULAR SIGNPOST
- 1/4" DIA. CIRCULAR SIGNPOST WITH ARROW
- 1/4" DIA. CIRCULAR SIGNPOST WITH ARROW AND TEXT
- 1/4" DIA. CIRCULAR SIGNPOST WITH ARROW AND TEXT AND SYMBOL
- 1/4" DIA. CIRCULAR SIGNPOST WITH ARROW AND TEXT AND SYMBOL AND ARROW
- 1/4" DIA. CIRCULAR SIGNPOST WITH ARROW AND TEXT AND SYMBOL AND ARROW AND ARROW
- 1/4" DIA. CIRCULAR SIGNPOST WITH ARROW AND TEXT AND SYMBOL AND ARROW AND ARROW AND ARROW

PROPOSED

- 1/4" DIA. CIRCULAR SIGNPOST
- 1/4" DIA. CIRCULAR SIGNPOST WITH ARROW
- 1/4" DIA. CIRCULAR SIGNPOST WITH ARROW AND TEXT
- 1/4" DIA. CIRCULAR SIGNPOST WITH ARROW AND TEXT AND SYMBOL
- 1/4" DIA. CIRCULAR SIGNPOST WITH ARROW AND TEXT AND SYMBOL AND ARROW
- 1/4" DIA. CIRCULAR SIGNPOST WITH ARROW AND TEXT AND SYMBOL AND ARROW AND ARROW
- 1/4" DIA. CIRCULAR SIGNPOST WITH ARROW AND TEXT AND SYMBOL AND ARROW AND ARROW AND ARROW

Stage II, Phases 2 and 3 Schedule E1

Plan 01112-0003

FARBER-WITTE
ARCHITECTS ENGINEERS PLANNERS

WITTE

MOUNT ROYALE RESIDENTIAL DEVELOPMENT

PARK SITE DEVELOPMENT PLAN

SD-2

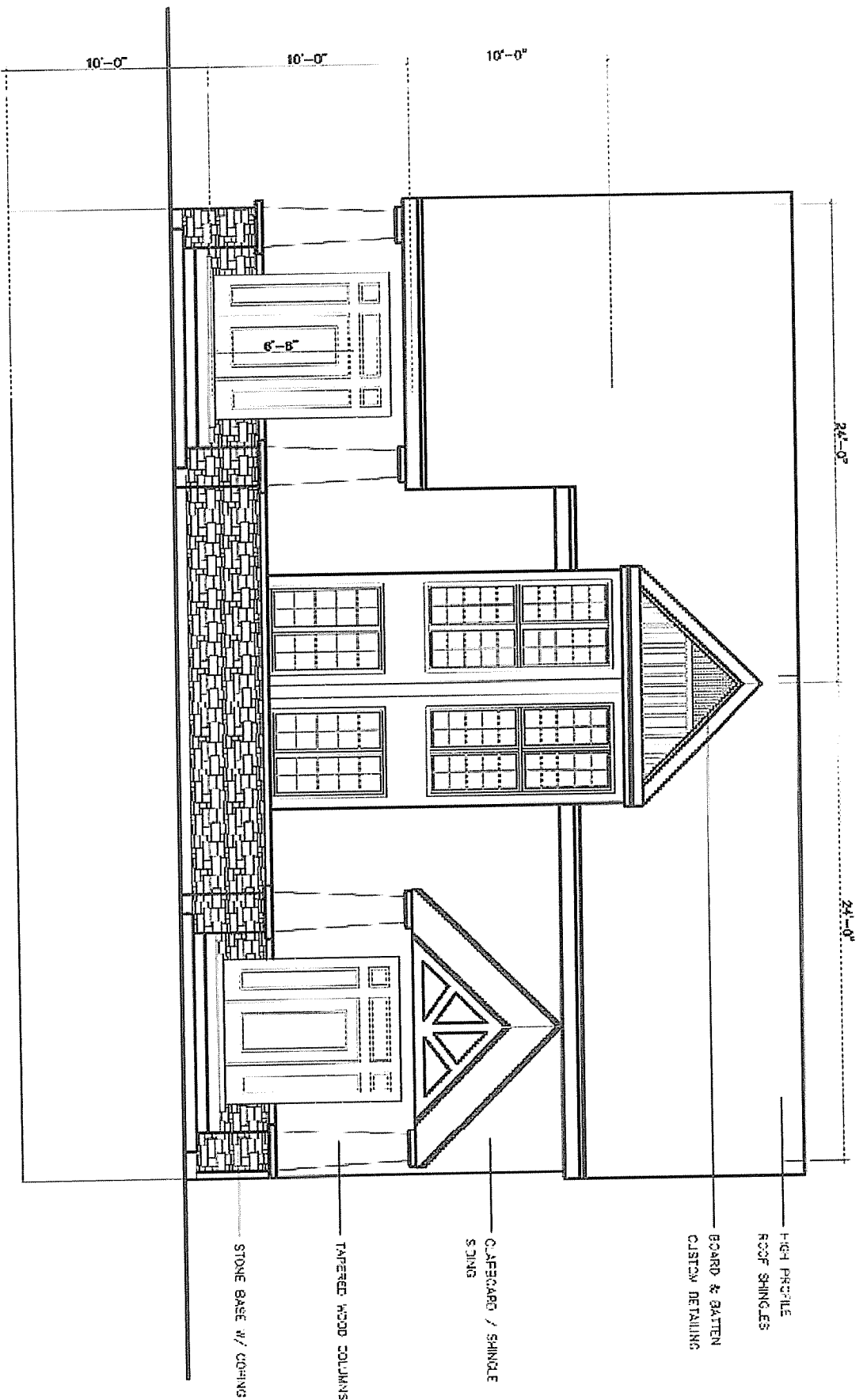
DATE: MAY 11, 2008

SCALE: AS NOTED

PROJECT: 200502

REVISIONS

NO.	DATE	DESCRIPTION
1	05/11/08	ISSUED FOR PERMITTING
2	05/11/08	ISSUED FOR PERMITTING
3	05/11/08	ISSUED FOR PERMITTING
4	05/11/08	ISSUED FOR PERMITTING
5	05/11/08	ISSUED FOR PERMITTING
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7	05/11/08	ISSUED FOR PERMITTING
8	05/11/08	ISSUED FOR PERMITTING
9	05/11/08	ISSUED FOR PERMITTING
10	05/11/08	ISSUED FOR PERMITTING



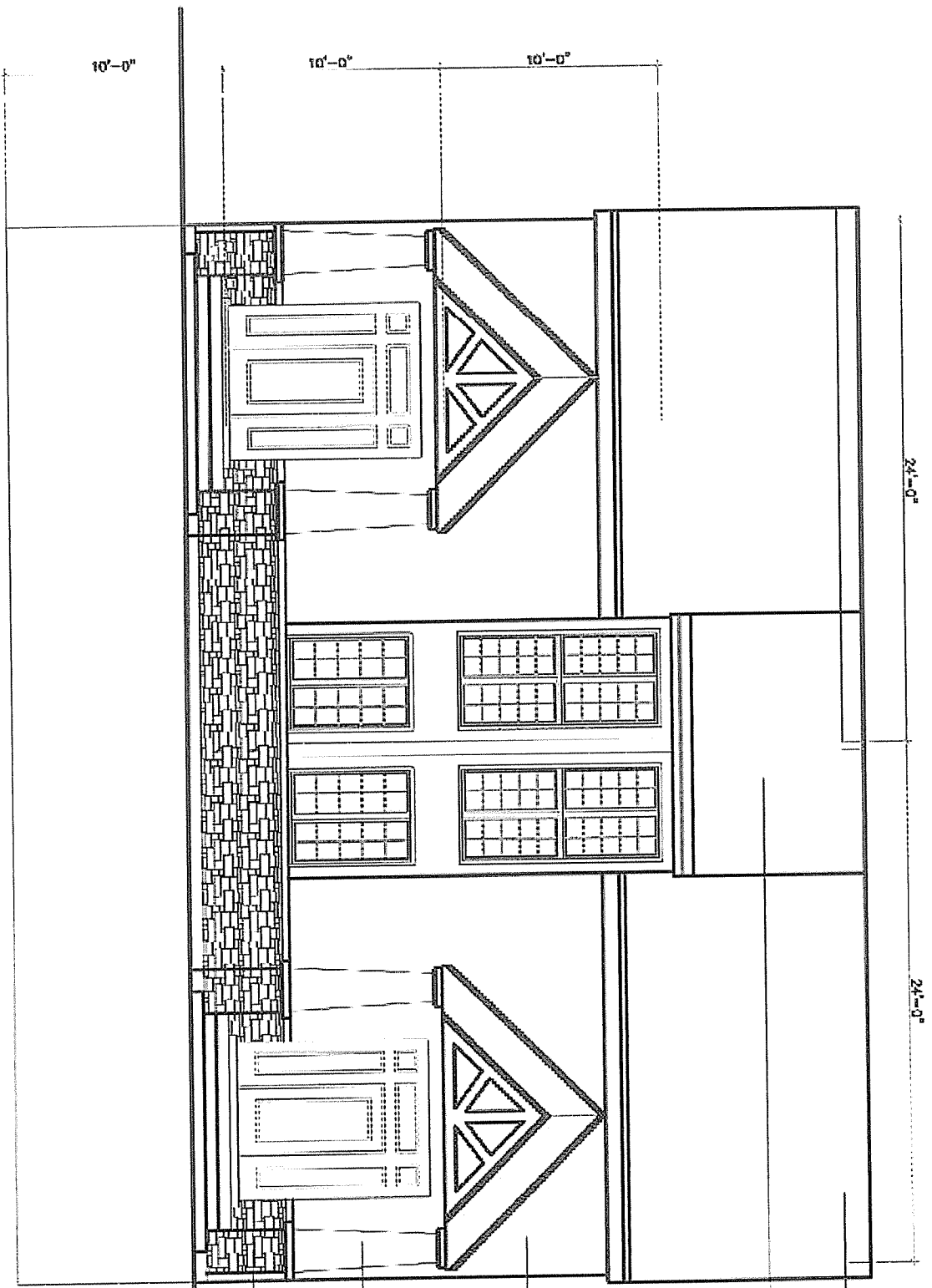
SEMI DETACHED ELEVATION - TYPE 1

SCALE 3/8" = 1'-0"

01059-0056

SCHEDULE: F

Stage II, Phases 2 and 3



24'-0"

24'-0"

10'-0"

10'-0"

10'-0"

HIGH PROFILE
ROOF SHINGLES
BARGEBOARD & BATTEN
CUSTOM DETAILING

CLAPBOARD / SHINGLE
SIDING

TAPERED WOOD COLUMNS

STONE BASE W/ COPING

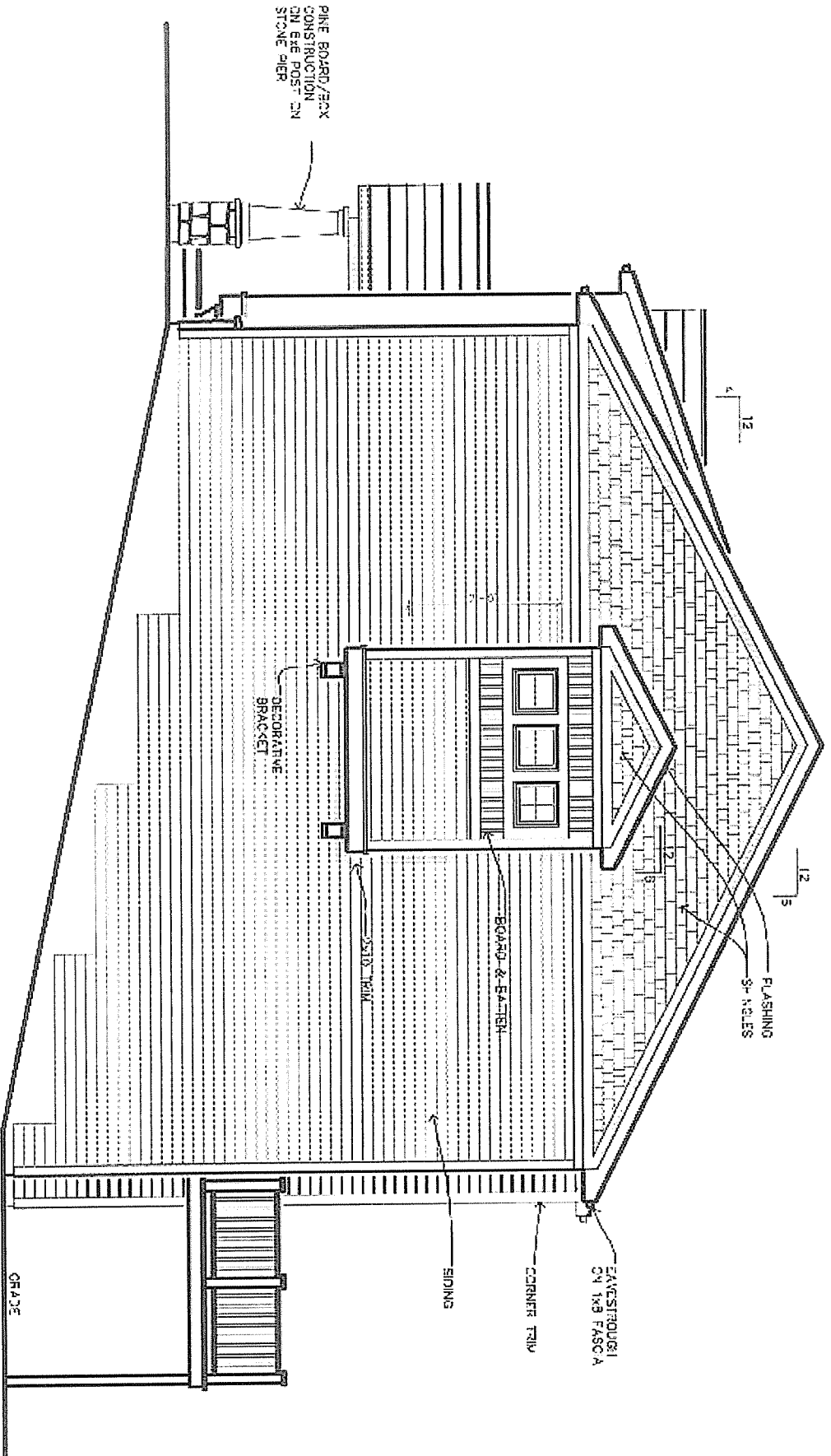
SEMI DETACHED ELEVATION - TYPE 2

SCALE 3/16" = 1'-0"

00959-0057

SCHEDULE: G

Stage II, Phases 2 and 3

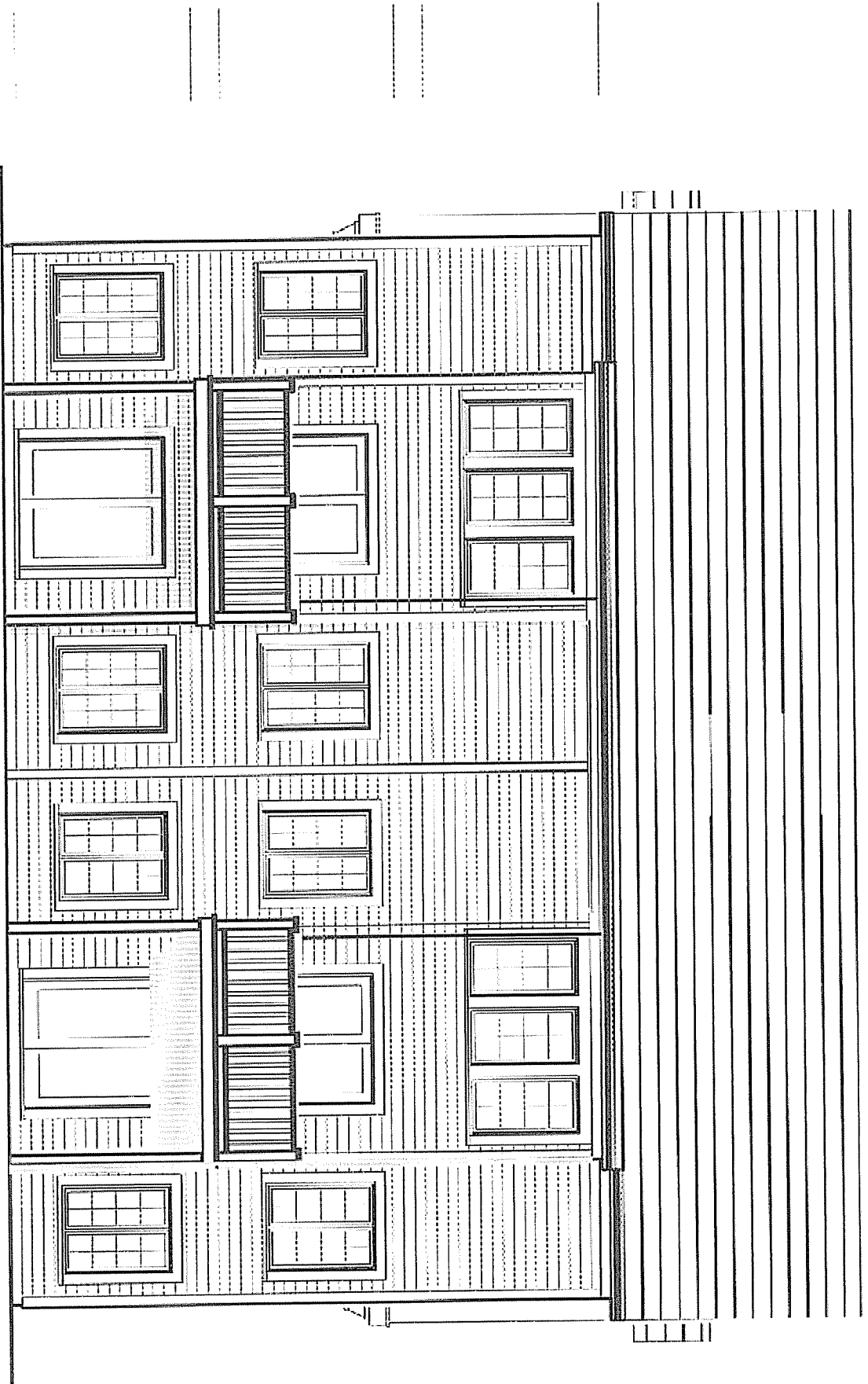


LEFT SIDE ELEVATION
 SCALE 3/16"=1'-0"

00959-0050

SCHEDULE: H

Stage II, Phases 2 and 3



REAR ELEVATION

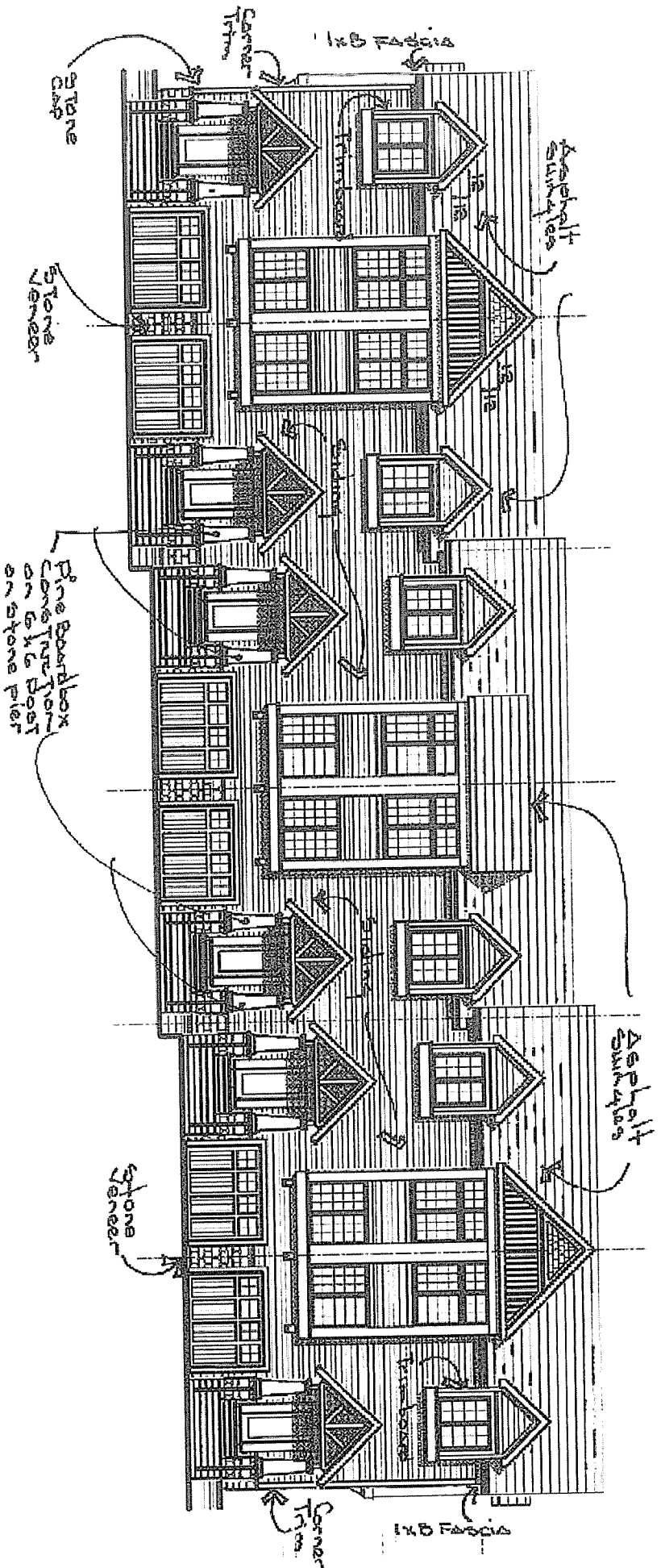
SCALE 3/16"=1'-0"

00959-0059

SCHEDULE: 1

Stage II, Phases 2 and 3

TOWN HOUSES - FRONT ELEVATION

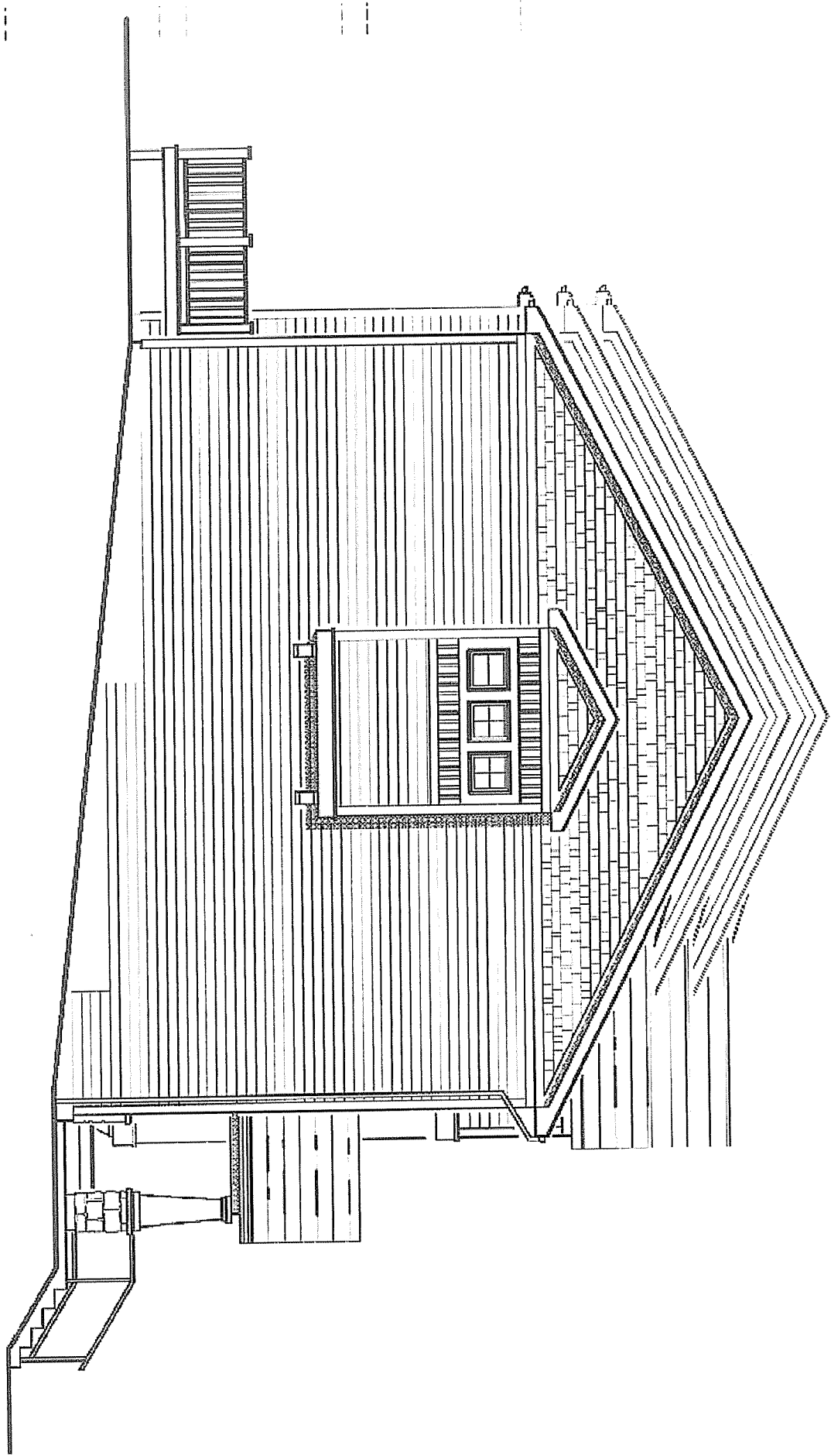


00950-0006

Stage II, Phases 2 and 3

SCHEDULE: J

TOWN HOUSES - RIGHT SIDE ELEVATION

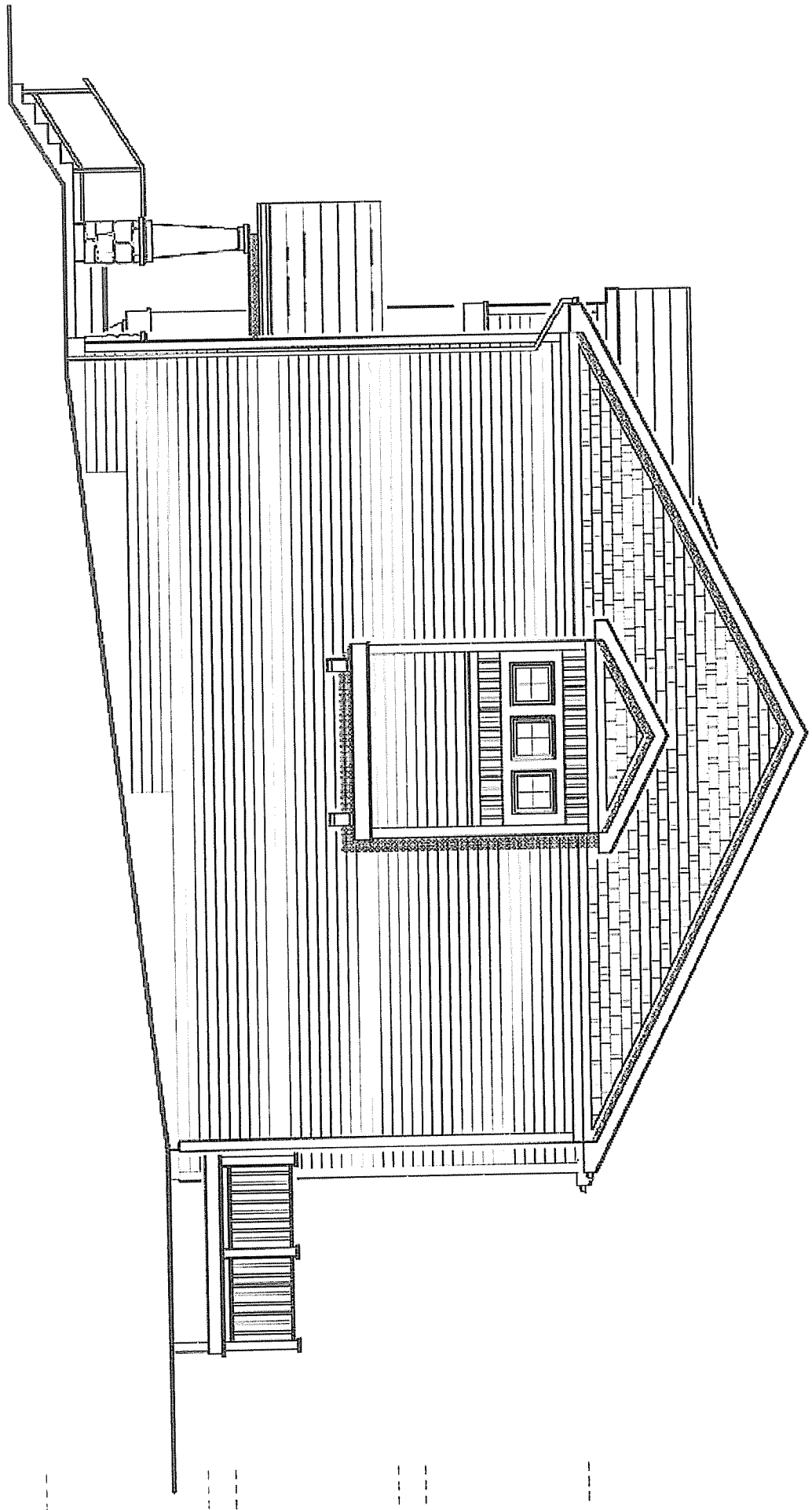


Stage II, Phases 2 and 3

00959-0007

SCHEDULE: K

TOWN HOUSES - LEFT SIDE ELEVATION

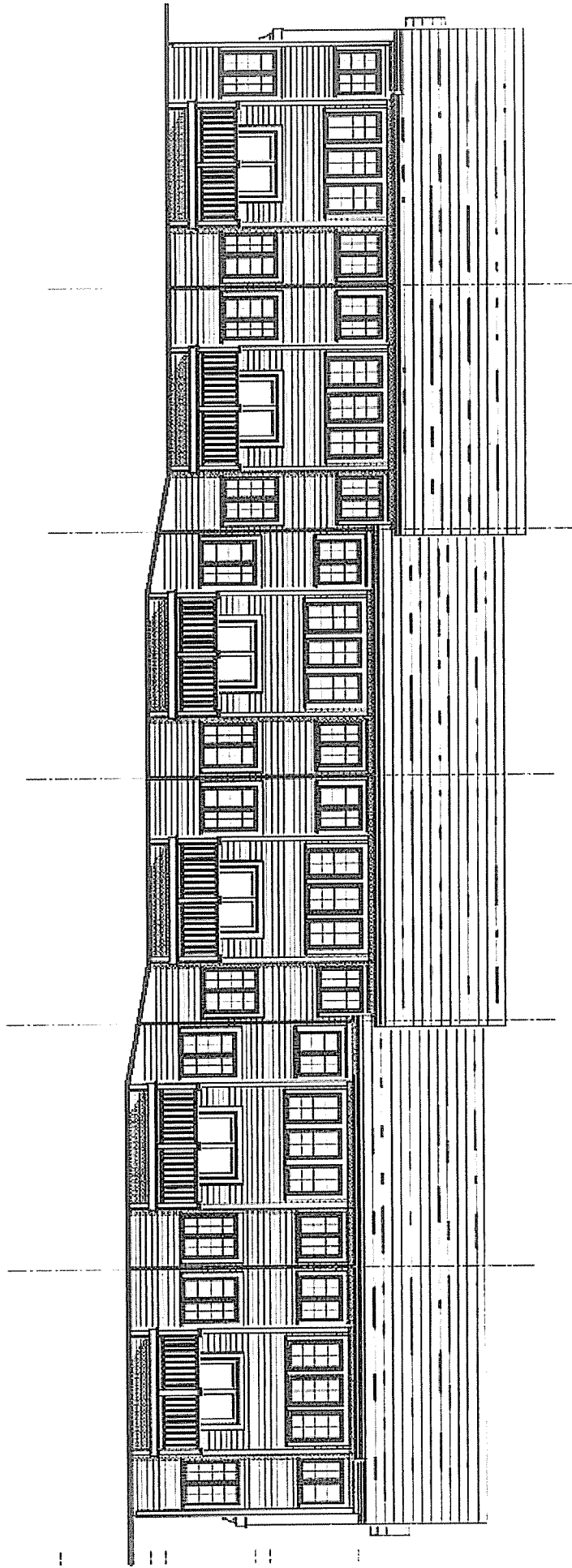


Stage II, Phases 2 and 3

00059-0008

SCHEDULE: L

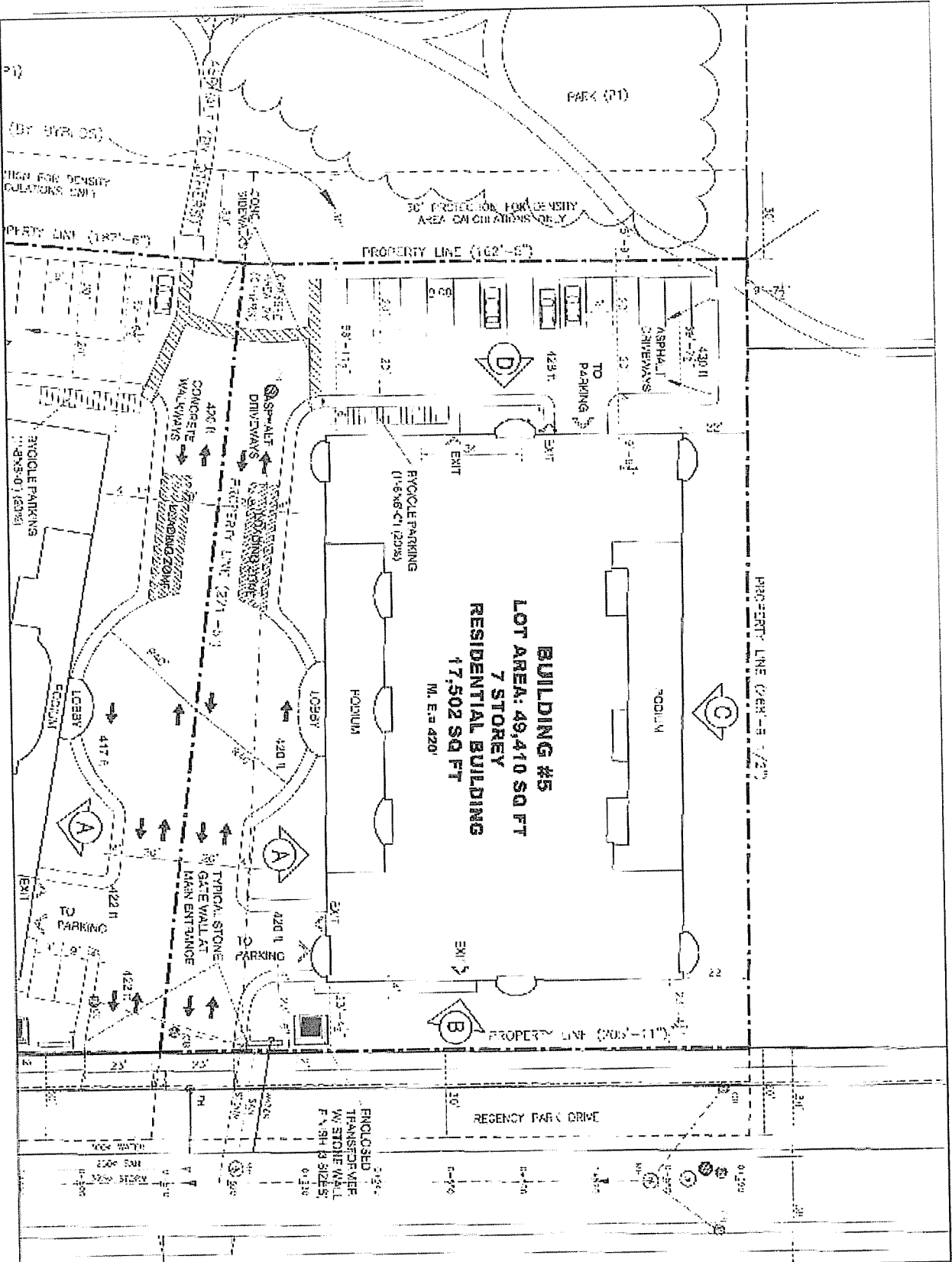
TOWN HOUSES - REAR ELEVATION



Stage II, Phases 2 and 3

00959-0009

SCHEDULE: M

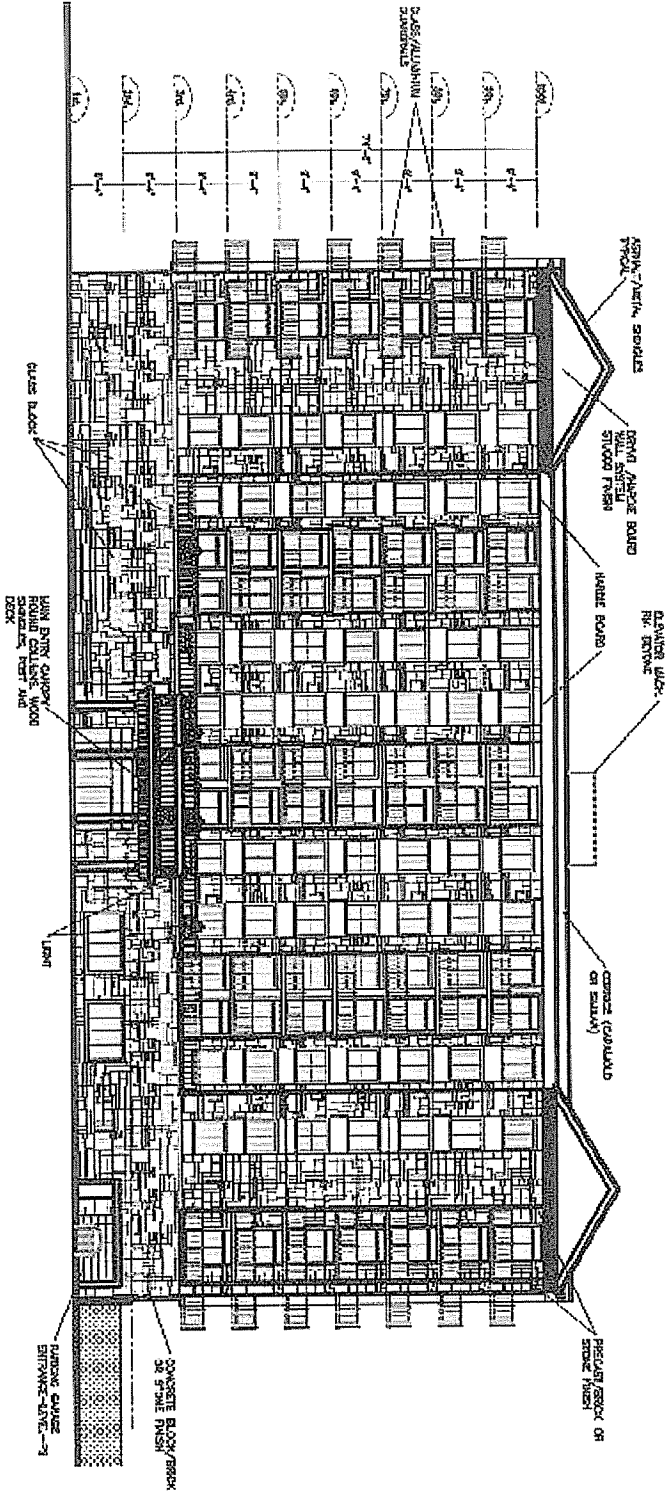


Stage II, Phases 2 and 3

00959-0072

SCHEDULE: N

PARSONS 100 WEST 11TH AVENUE SUITE 200 DENVER, CO 80202 TEL: 303.733.7300 FAX: 303.733.7301 WWW.PARSONS.COM		PARK MILLER 100 WEST 11TH AVENUE SUITE 200 DENVER, CO 80202 TEL: 303.733.7300 FAX: 303.733.7301 WWW.PARSONS.COM	
SHEET NO. SD-1 DATE: 11.2005	SHEET NO. SD-1 DATE: 11.2005	TOTAL OF UNITS: 33 2-1 BEDROOM 1-1 BEDROOM (SMALL) TOTAL PARKING: 101 66 ABOVE GROUND (RESIDENTIAL) 35 ABOVE GROUND (COMMERCIAL) LOT AREA: 49,410 SQ FT CONT. AREA: 8,315	TOTAL OF UNITS: 33



(A) FRONT (NORTH) ELEVATION

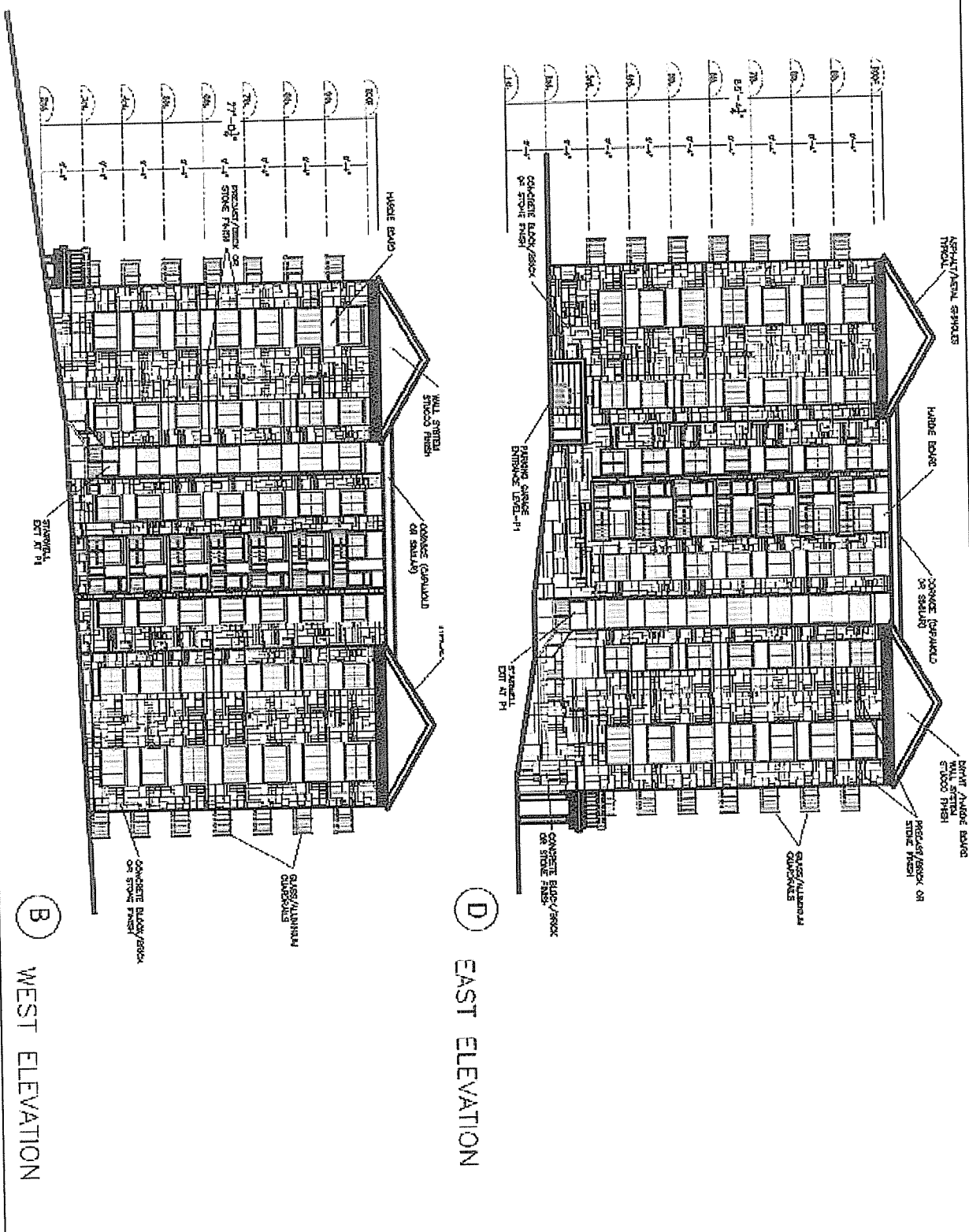
PARSONS MITNER
 ARCHITECTS
 1000 17th Street, N.W.
 Washington, D.C. 20036
 Phone: (202) 462-3100
 Fax: (202) 462-3101

PROJECT: FRONT ELEVATION
DATE: MAY 11, 2008
SCALE: 3/8" = 1'-0"
DESIGNER: J.P. [illegible]
CHECKED: J.P. [illegible]
DATE: MAY 11, 2008
PROJECT NO.: 00959-0023
SHEET NO.: A5

Stage II, Phases 2 and 3

00959-0023

SCHEDULE: 0



D EAST ELEVATION

B WEST ELEVATION

Stage II, Phases 2 and 3

00959-0024

SCHEDULE: P

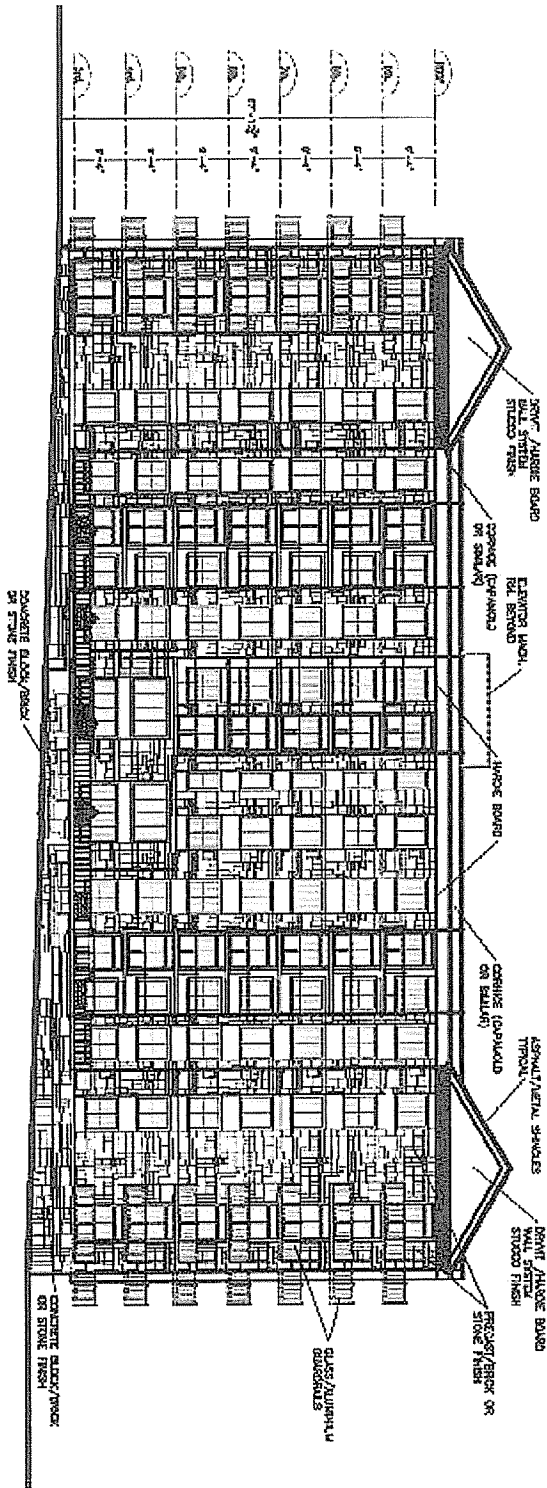
FAHRS MILLER
 ARCHITECTS
 1000 N. 10th St., Suite 200
 Phoenix, AZ 85004
 Phone: 602.254.1100
 Fax: 602.254.1101
 Website: www.fahrs.com

PROJECT INFORMATION
 PROJECT: [REDACTED]
 DATE: [REDACTED]
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]
 DATE: [REDACTED]

REVISIONS

NO.	DATE	DESCRIPTION
1	05/11/2005	ISSUED FOR PERMIT
2	05/11/2005	ISSUED FOR PERMIT
3	05/11/2005	ISSUED FOR PERMIT

DATE: 05/11/2005
SCALE: 1/8" = 1'-0"
PROJECT NO.: 00959-0024
DRAWING NO.: A6



(C) REAR ELEVATION

Stage II, Phases 2 and 3

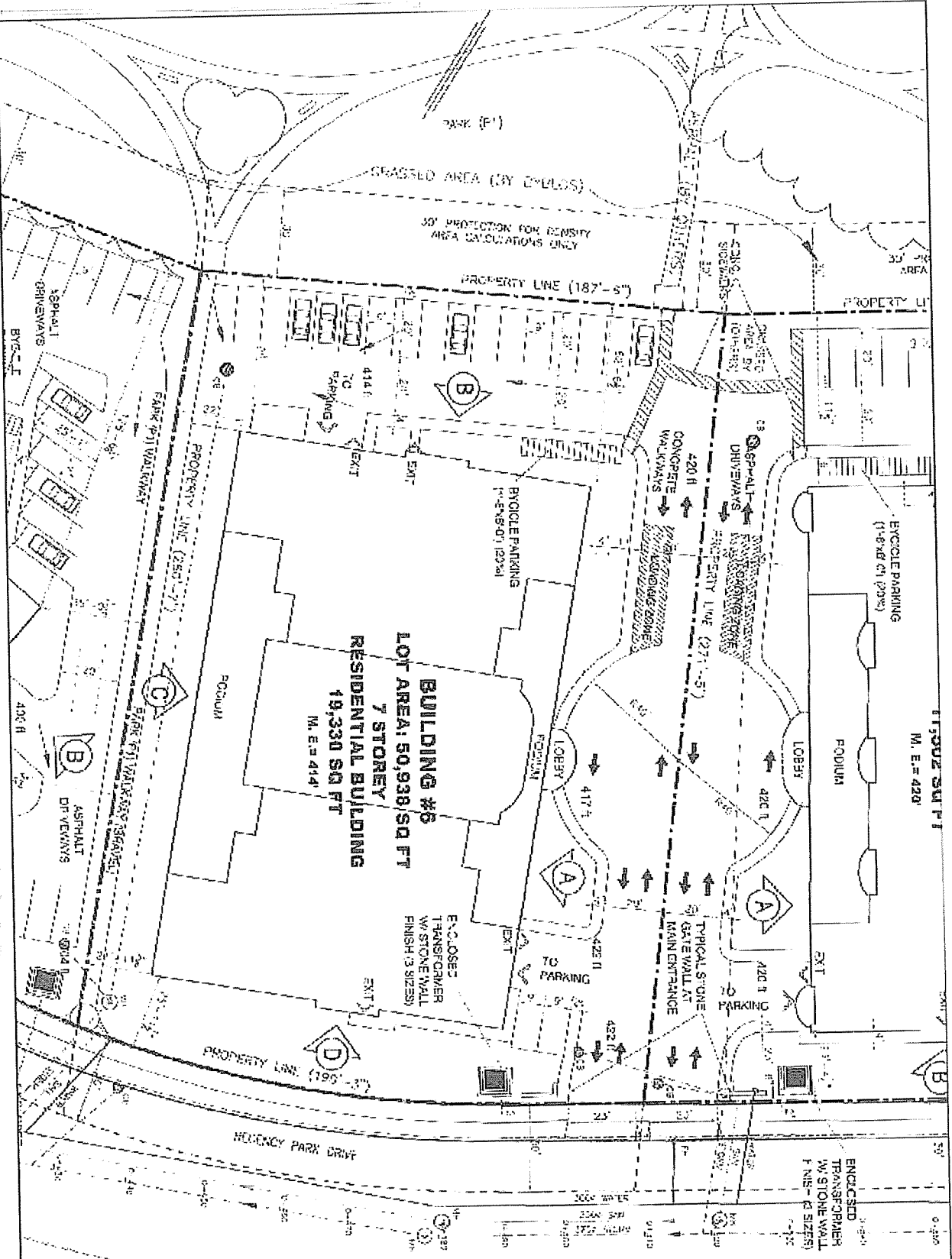
00959-0025

SCHEDULE: Q

<p>BARSH MITTER ARCHITECTS INC.</p>	
<p>410 N. 2nd St. Suite 100 Minneapolis, MN 55401</p>	
<p>TEL: 612.338.1111 FAX: 612.338.1112</p>	
<p>WWW.BARSHMITTER.COM</p>	
<p>PROJECT: [REDACTED]</p>	
<p>DATE: [REDACTED]</p>	
<p>BY: [REDACTED]</p>	
<p>SCALE: [REDACTED]</p>	
<p>NOTES:</p>	
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<p>97. [REDACTED]</p>	
<p>98. [REDACTED]</p>	
<p>99. [REDACTED]</p>	
<p>100. [REDACTED]</p>	

410 N. 2nd St. Suite 100
Minneapolis, MN 55401
TEL: 612.338.1111 FAX: 612.338.1112
WWW.BARSHMITTER.COM

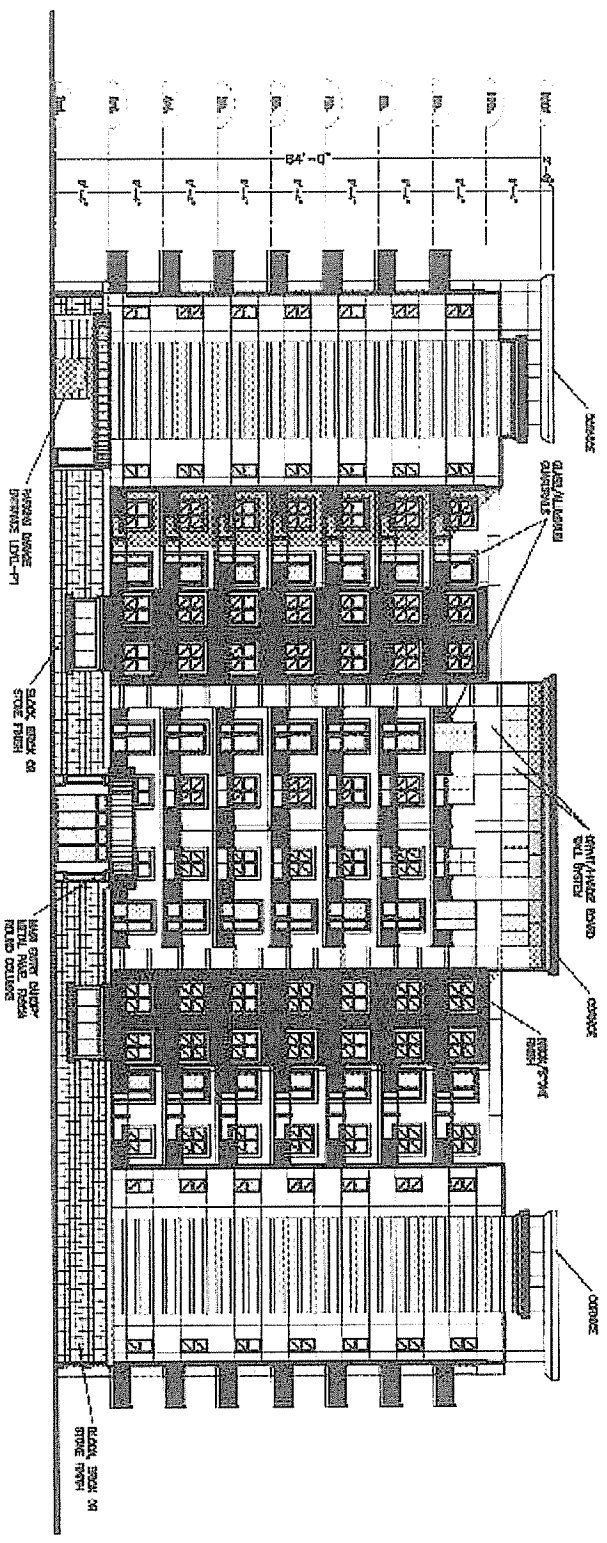
AY



Stage II, Phases 2 and 3

00959-0073 SCHEDULE R

<p>FARIS MILLER ARCHITECTURE INC. 1000 WEST 10TH AVENUE SUITE 200 DENVER, CO 80202 TEL: 303.733.1111 WWW.FARISMILLER.COM</p>		<p>PROJECT NAME: ROBERT NOBLE RESIDENTIAL DEVELOPMENT</p>	<p>SHEET NO.: SD-1</p>
<p>DATE: MAY 11, 2022</p>		<p>SCALE: AS SHOWN</p>	<p>PROJECT NO.: 00959-0073</p>
<p>DESIGNED BY: FARIS MILLER</p>		<p>CHECKED BY: FARIS MILLER</p>	<p>DATE: MAY 11, 2022</p>
<p>APPROVED BY: FARIS MILLER</p>		<p>DATE: MAY 11, 2022</p>	<p>PROJECT NO.: 00959-0073</p>



(A) FRONT (WEST) ELEVATION

Stage II, Phases 2 and 3

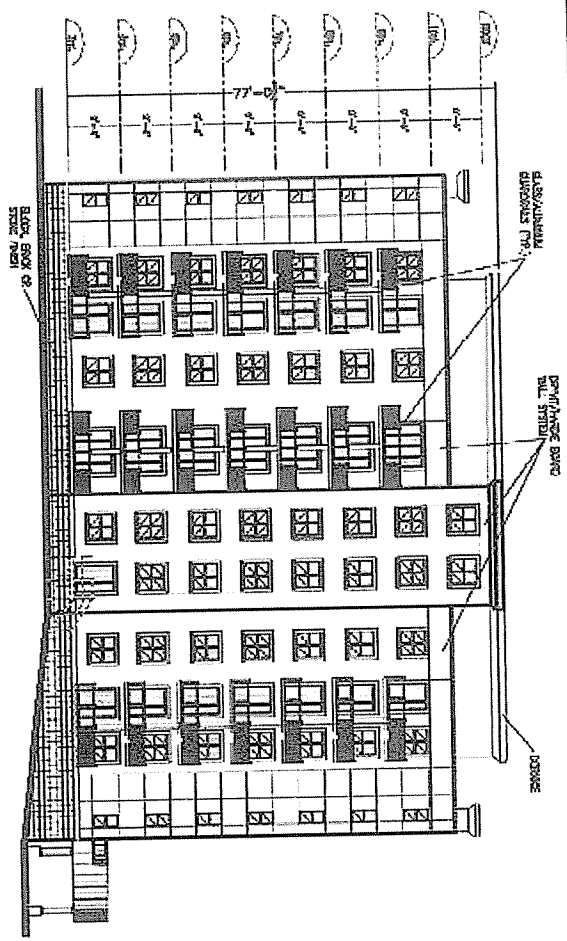
00959-0030 SCHEDULE S

FATSI MILLER
 ARCHITECTS
 1000 15th Street, N.W.
 Washington, D.C. 20004
 (202) 462-1100
 www.fatsimiller.com

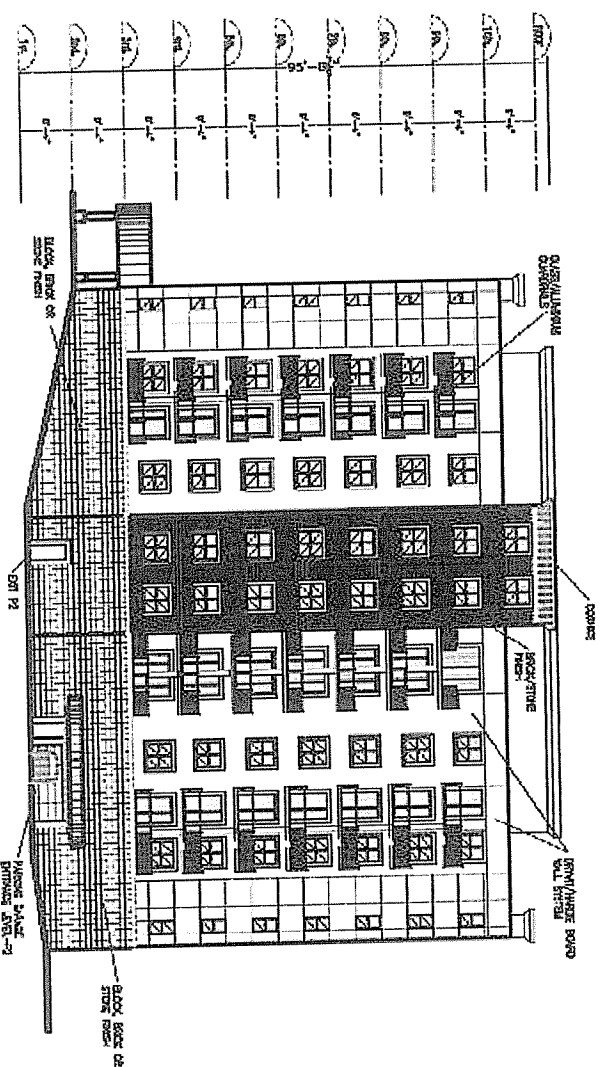
JERRY SARGENT
 ARCHITECT
 1000 15th Street, N.W.
 Washington, D.C. 20004
 (202) 462-1100
 www.jerry-sargent.com

PROFESSIONAL ENGINEER
 1000 15th Street, N.W.
 Washington, D.C. 20004
 (202) 462-1100
 www.fatsimiller.com

Scale: 1/8" = 1'-0"
 Date: May 11, 2009
 Sheet: A5



D NORTH ELEVATION



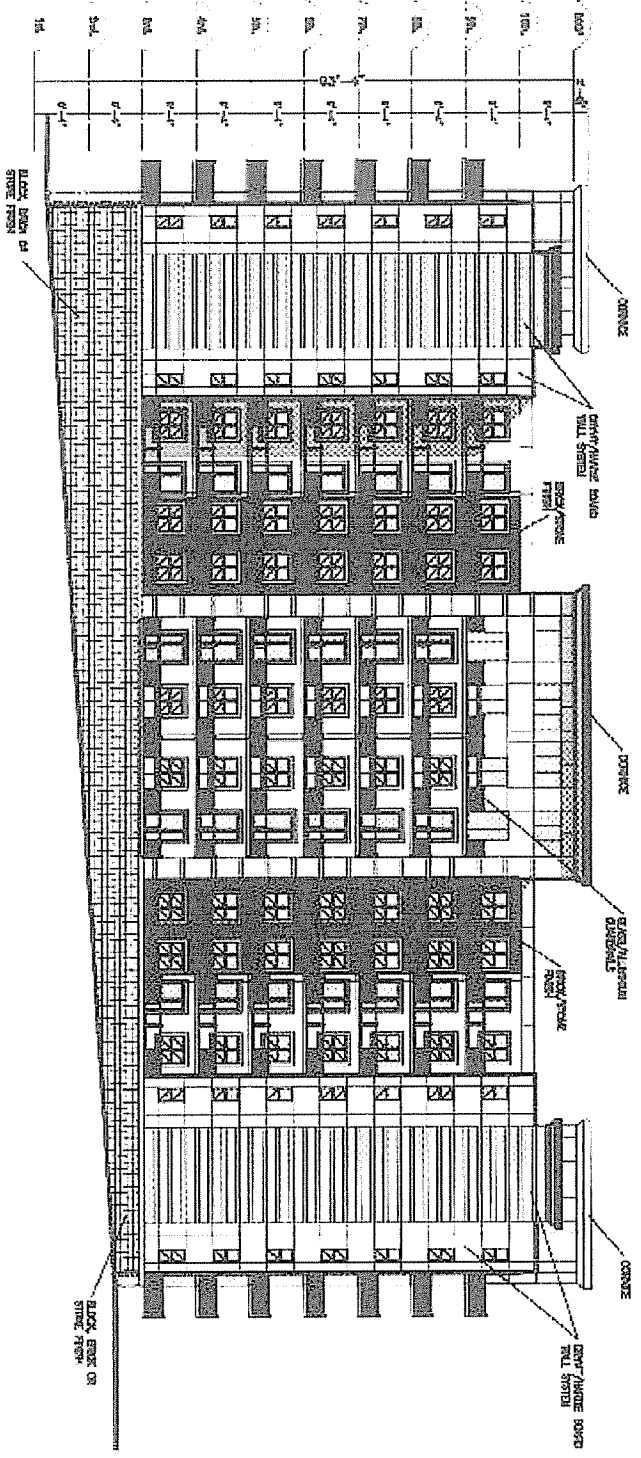
B SOUTH ELEVATION

Stage II, Phases 2 and 3

00959-0033

SCHEDULE: T

<p>FAHSE/MULLER ARCHITECTS</p>	
<p>EDGE ELEVATIONS</p>	
<p>DISCIPLINARY DIVISION: A8</p>	
<p>DATE: 9/22/01</p>	
<p>PROJECT: 00959-0033</p>	
<p>DATE: MAY 11, 2002</p>	
<p>SCALE: A7</p>	



(C) REAR (EAST) ELEVATION

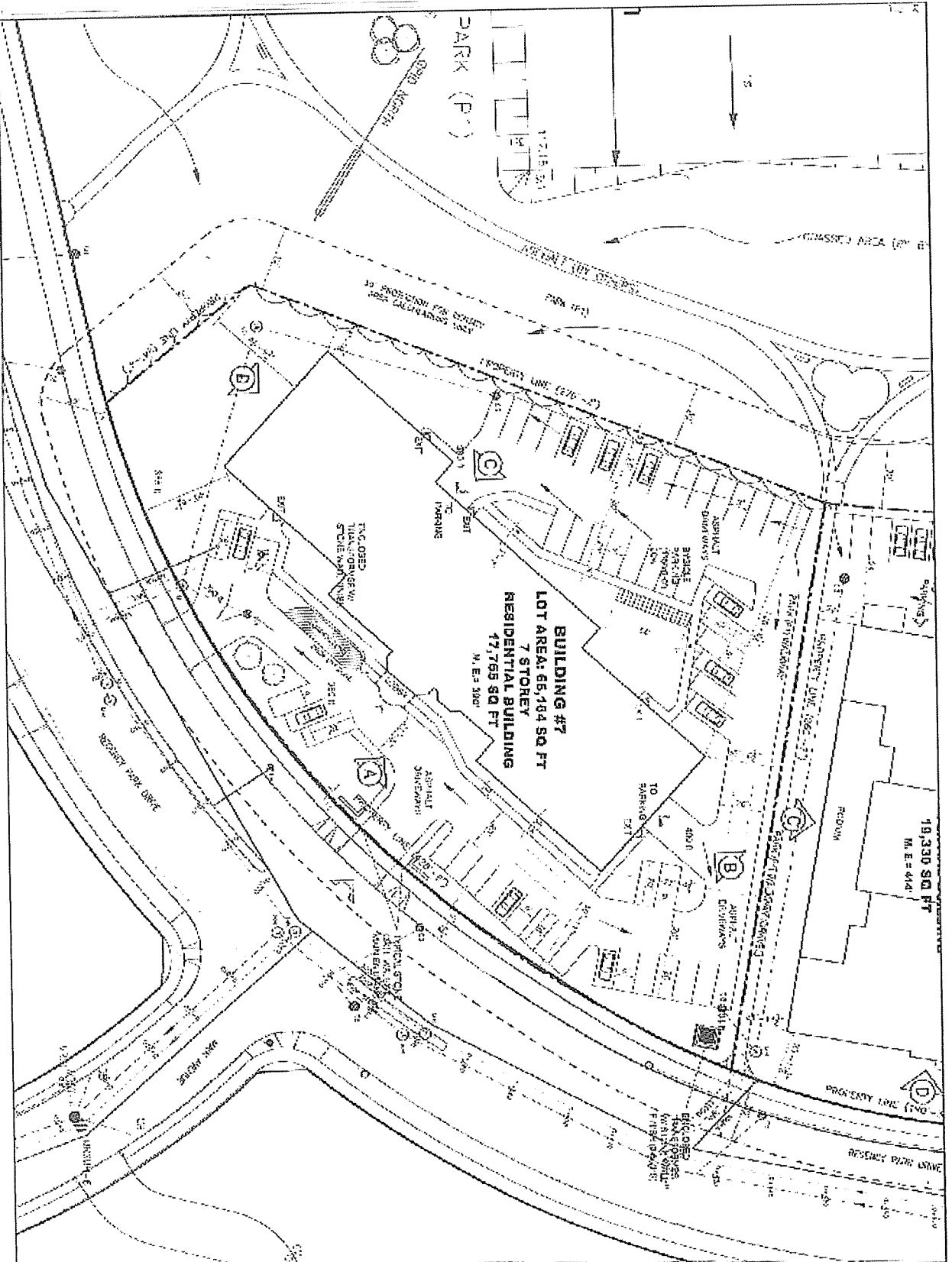
Stage II, Phases 2 and 3

00959-003A

SCHEDULE: U

PARSONS
 CONSULTANTS
 ARCHITECTS
 1000 MARKET STREET, SUITE 1000
 SAN FRANCISCO, CA 94102
 TEL: 415.774.4000
 FAX: 415.774.4001
 WWW.PARSONS.COM

0/20-1/1
 LAST 11.2023
 A8



TOTAL OF LOTS: 9

- 7-1 UNDEVELOPED
- 2-2 UNDEVELOPED
- RETAIL PARKING: 75
- 7-1 MOTOR PARKING SPACES
- 6-1 CUTTER ON HIGHWAYS
- LOT AREA: 677,910 FT²
- CONCRETE: 288K

1	15000	MOTORCYCLE STORAGE
2	15000	RETAIL PARKING
3	15000	MOTORCYCLE STORAGE
4	15000	RETAIL PARKING
5	15000	MOTORCYCLE STORAGE
6	15000	RETAIL PARKING
7	15000	MOTORCYCLE STORAGE
8	15000	RETAIL PARKING
9	15000	MOTORCYCLE STORAGE
10	15000	RETAIL PARKING

DATE: 06/27/2008
 TIME: 10:00 AM
 DRAWN: [Name]
 CHECKED: [Name]
 PROJECT: [Name]

BAKER MILLER
 100 WEST 10TH AVENUE
 SUITE 200
 DENVER, CO 80202
 TEL: 303.733.1100
 FAX: 303.733.1101
 WWW.BAKERMILLER.COM

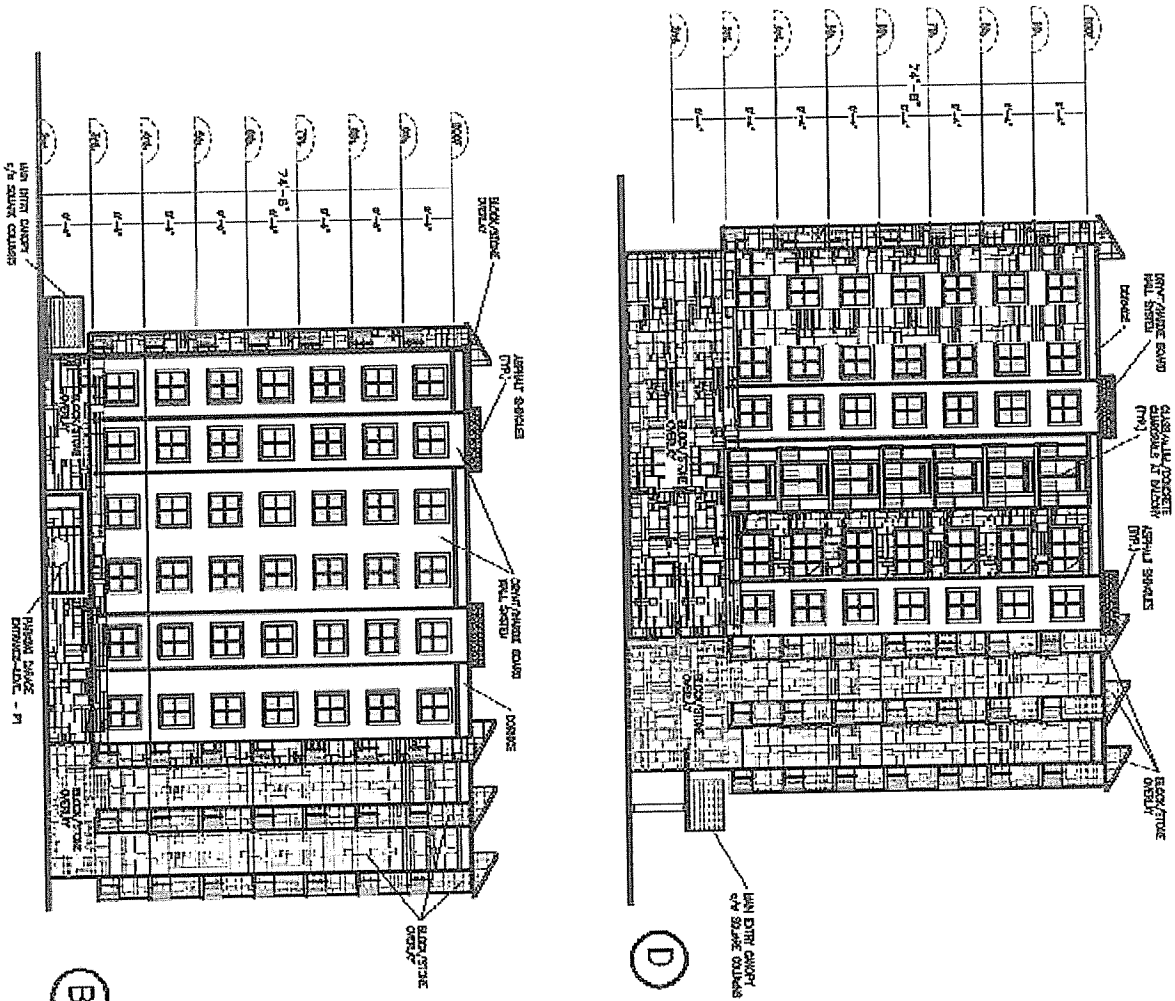
REC'D: [Date]
 RESIDENTIAL DEVELOPMENT

SD-1
 DATE: MAY 11, 2008
 SHEET NO: 233503

Stage II, Phases 2 and 3

00959-0074

SCHEDULE: V



(D) EAST ELEVATION

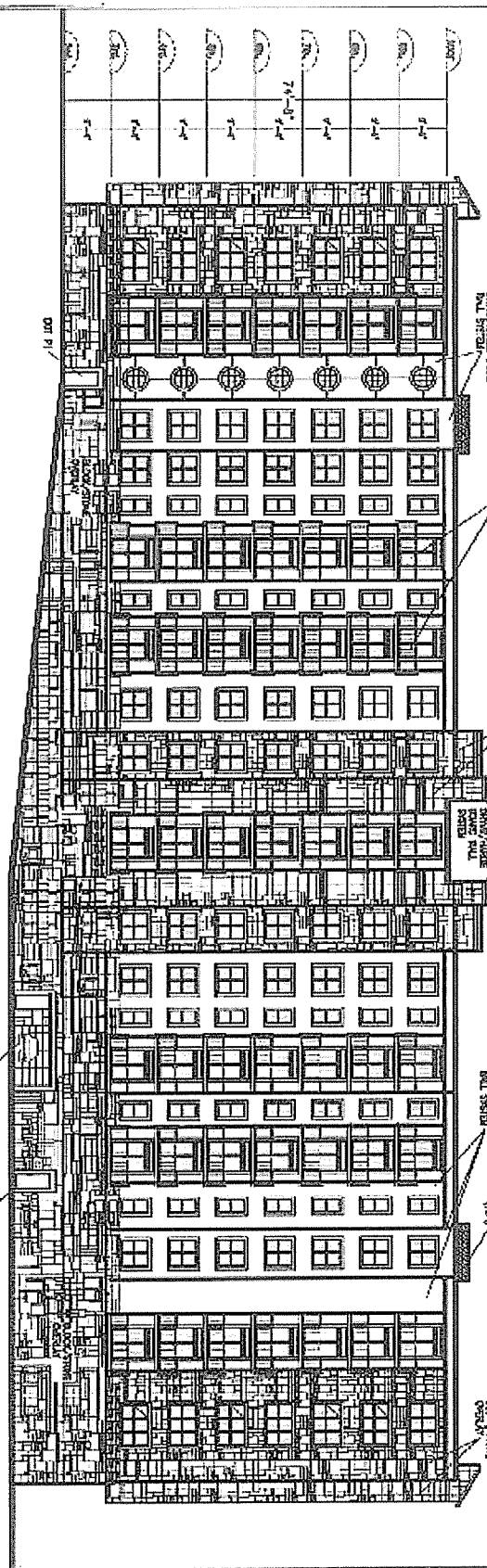
(B) WEST ELEVATION

00959-0042

SCHEDULE X

<p>BARRETT MILLER ARCHITECTS</p>	
<p>1000 3/4" x 1" (1/2") JULY 15, 2008</p>	
<p>PROJECT: [] SHEET: []</p>	
<p>DATE: []</p>	
<p>BY: []</p>	
<p>REVISIONS:</p>	
<p>NO. DATE DESCRIPTION</p>	
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A7



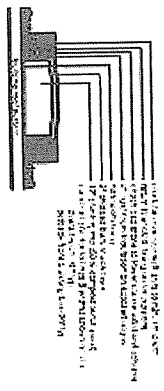
REAR (SOUTH) ELEVATION

Stage II, Phases 2 and 3

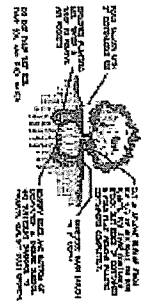
00959-0043

SCHEDULE: Y

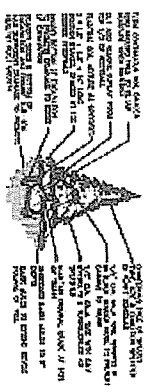
<p>BARSH MILLER ARCHITECTS</p>	
<p>SCALE: 1/8" = 1'-0"</p>	
<p>DATE: JAN 11, 2006</p>	
<p>PROJECT: COMMERCIAL BUILDING #1</p>	
<p>REVISIONS:</p>	
1	ISSUED FOR PERMITTING
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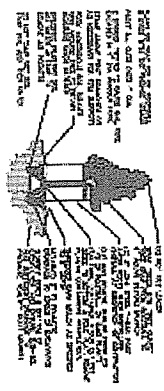
3103-6: ROOF PLANTER DETAIL, N.T.S.



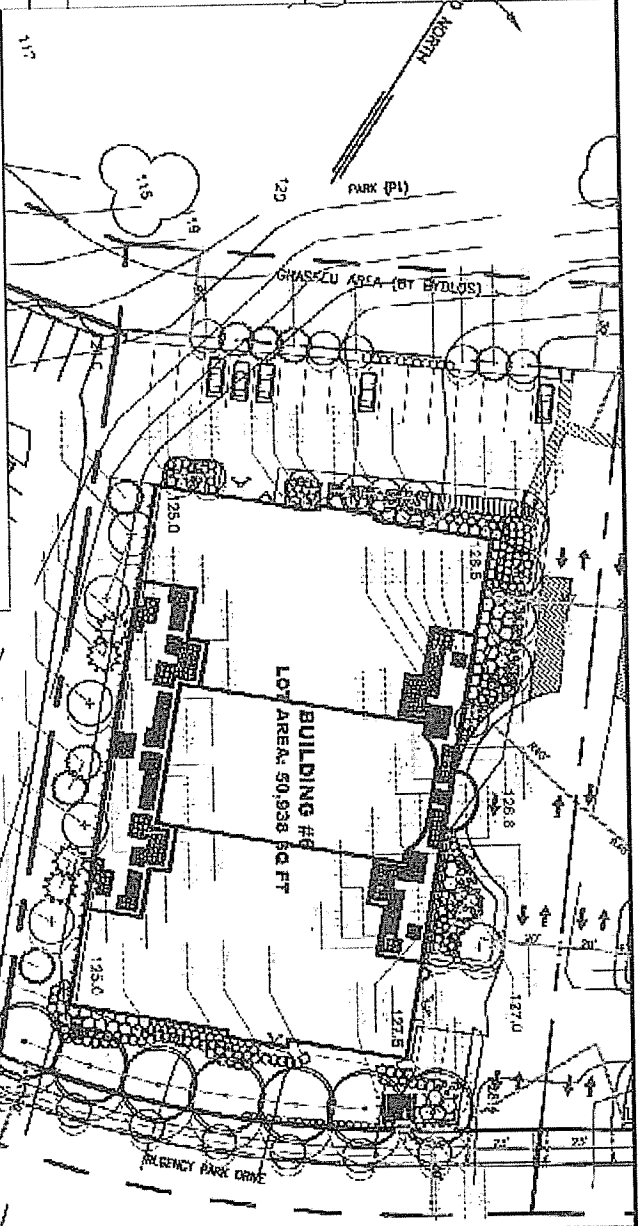
3103-3: SURREAL PLANTING DETAIL, N.T.S.



3103-4: CONIFEROUS TREE PLANTING DETAIL, N.T.S.



3103-5: DECIDUOUS TREE PLANTING DETAIL, N.T.S.



PLANT SCHEDULE

NO.	PLANT NAME	QUANTITY	SIZE	PLANTING DATE
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00959-0076

SCHEDULE: AA

PROJECT: MOUNT ROYALE Residential Development

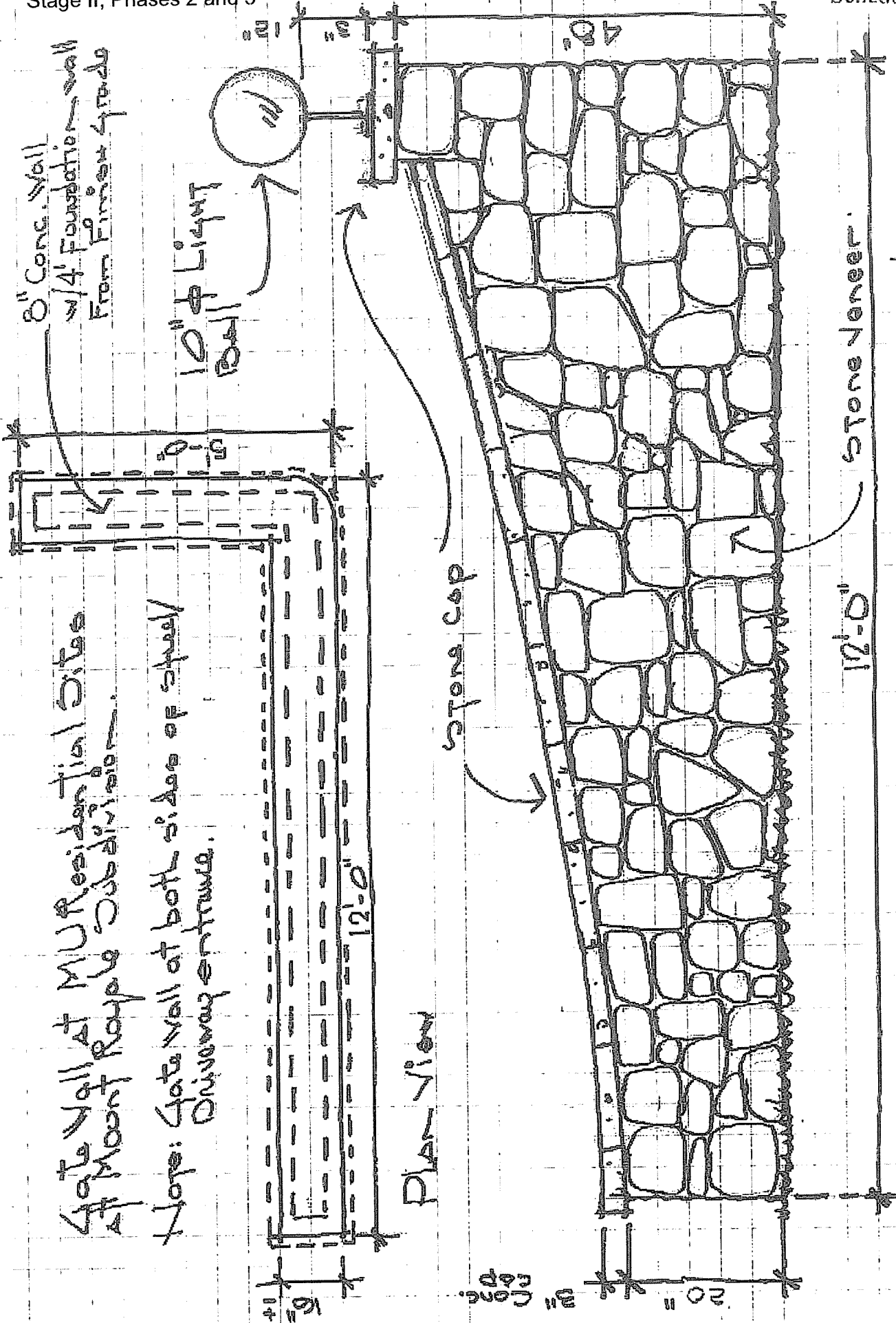
PROJECT NO.: 200502

DATE: November 2008

ENGINEER: 103-6



1. All work to be completed in accordance with the specifications and drawings.
2. All work to be completed in accordance with the specifications and drawings.
3. All work to be completed in accordance with the specifications and drawings.
4. All work to be completed in accordance with the specifications and drawings.
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8. All work to be completed in accordance with the specifications and drawings.
9. All work to be completed in accordance with the specifications and drawings.
10. All work to be completed in accordance with the specifications and drawings.

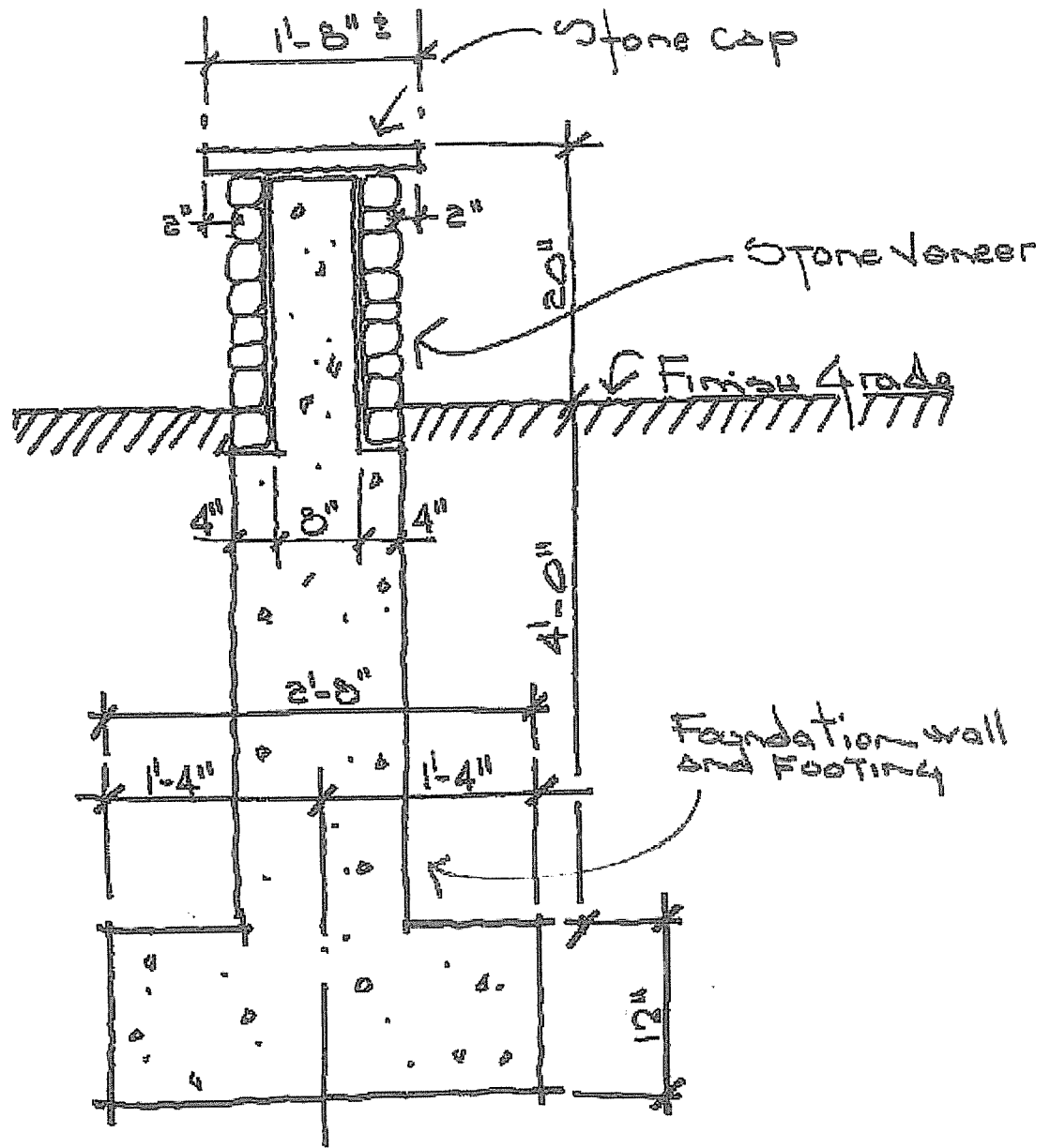


Gate Wall at MU Residential Sites
 at Mount Royal Subdivision.

Note: Gate Wall at both sides of speed/
 Driveway entrance.

Typical Gate Wall at Building's Main Entrance

SK-02

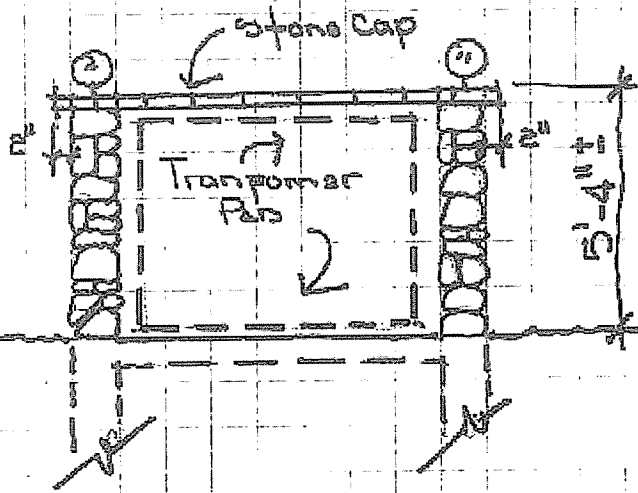


Typical Section thru lower end of gate wall
Mount Royale Residential Development

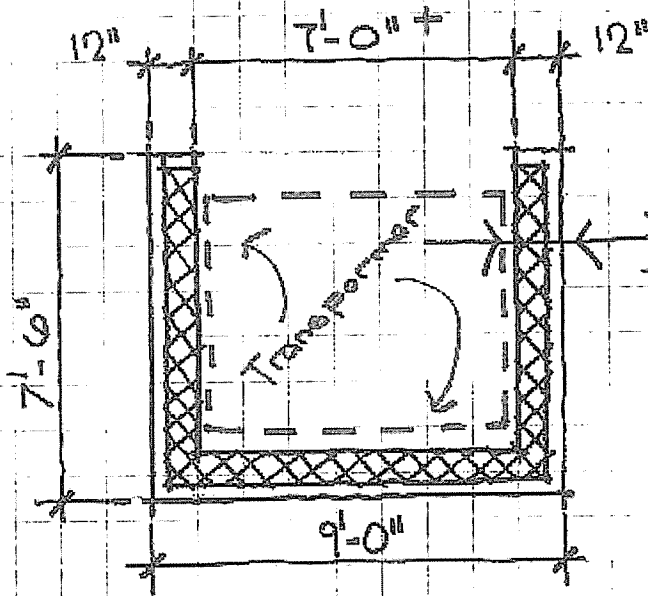
Mount Royale

Stage II, Phases 2 and 3

Schedule EE

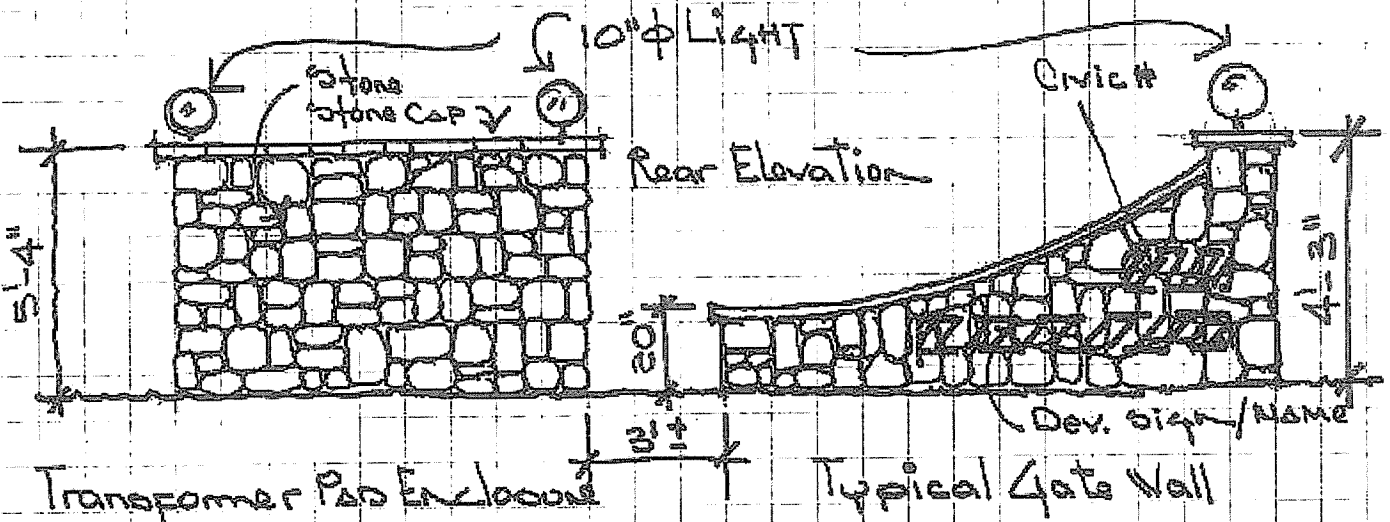


Front Elevation



- 6" Demi Solid Conc. Block
- 4" Stone wall by LA Swan or equal.

Plan view



Rear Elevation

Transformer Pad Enclosure

Typical Gate Wall

00250-0018

JK.01