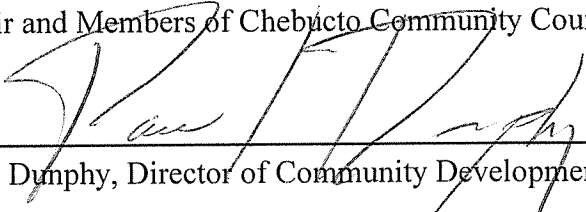




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Chebucto Community Council
June 7, 2010

TO: Chair and Members of Chebucto Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: May 31, 2010

SUBJECT: **Case 01205 - MPS/LUB Amendments and DA - 50 Bedford Highway, Halifax**

SUPPLEMENTARY REPORT

ORIGIN

April 20, 2010 Joint public hearing; Regional Council approval of Halifax MPS / Halifax Mainland LUB amendments

May 17, 2010 Provincial ministerial review and approval of MPS & LUB amendments

May 29, 2010 MPS & LUB Amendments in effect

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. Approve the proposed development agreement as contained in Attachment A to allow for a mixed use building;
2. Require the agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND/ DISCUSSION

On April 20, 2010, Regional Council and Chebucto Community Council held a joint public hearing to consider amendments to the Halifax MPS and Halifax Mainland Land Use By-law to enable a development agreement for a mixed use building at 50 Bedford Highway, as well as to consider a draft development agreement for the site which permits hotel and office space, 155 residential units, and a range of associated uses. Subsequent to the public hearing, Regional Council approved the amendments to the Halifax MPS and Halifax Mainland LUB. While the draft development agreement was part of the public hearing process, it could not be approved by Chebucto Community Council until the MPS and LUB amendments took effect.

The amendments have since been reviewed by the Provincial Department of Service Nova Scotia and Municipal Relations as per Section 223 of the *Halifax Regional Municipality Charter*. These amendments became effective on May 29, 2010.

As noted in the previous staff report dated February 4, 2010, staff was to bring the matter back to Council for a decision on the draft development agreement once the MPS and LUB amendments took effect. It is now appropriate for Council to consider the attached draft development agreement (Attachment A).

BUDGET IMPLICATIONS

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

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a public information meeting as well as a joint public hearing held by Chebucto Community Council and Regional Council.

For the public information meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 1. For the public hearing, notices were posted on the HRM website, in the newspaper, mailed to property owners within the

notification area as shown on Map 1, posted in the lobbies of six apartment buildings in the area, and hand delivered to townhouses on Manor Lane.

The proposed development agreement will potentially impact the following stakeholders: local residents, property owners and the general public.

ALTERNATIVES

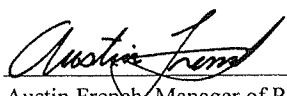
1. Approve the proposed development agreement (Attachment A). This is the recommended alternative.
2. Council may choose to approve the development agreement with modifications which are acceptable to the applicant. Such modifications may require further negotiations with the applicant and/or revisions to the attached agreement.
3. Council may refuse the proposed development agreement. Reasons must be provided for a refusal.

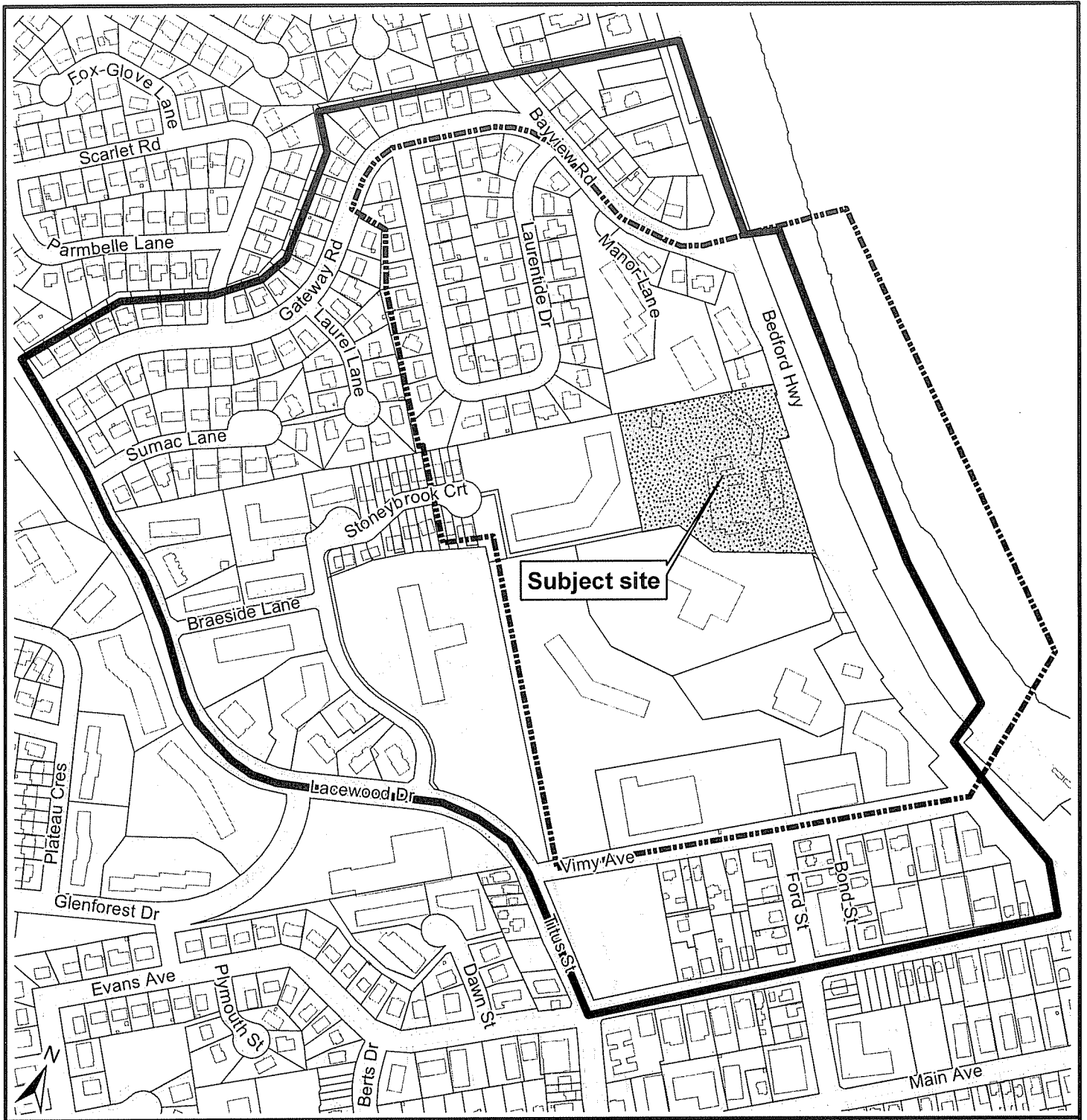
ATTACHMENTS

Map 1	Location and Notification Areas
Attachment A	Proposed Development Agreement with Schedules

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 : Patricia Hughes, Planner I, 490-1948



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

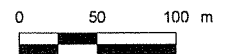


Map 1 - Location and Notification Areas

50 Bedford Highway
Halifax

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES

-  Area of notification used for Public Information Meeting
-  Area of notification used for Public Hearing



Halifax Mainland
Land Use By-Law Area

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

**Attachment A
Proposed Development Agreement**

THIS AGREEMENT made this day of , 2010,

BETWEEN:

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

OF THE FIRST PART

-and-

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located on the Bedford Highway, Halifax (PID # 00296665) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS, the Developer has requested that the Municipality enter into a Development Agreement to allow for the construction of a mixed use building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 1.7 and 1.7.1 of the Halifax Municipal Planning Strategy and Section 71(10) of the Halifax Mainland Land Use By-law;

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on 2010, referenced as Municipal Case Number 01205;

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, subdivision 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 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.

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

1.4 Conflict

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

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

1.4.3 Where metric values conflict with imperial values within the written text of this Agreement, the metric values shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

The Developer shall develop the Lands, in a manner, which, in the opinion of the Municipality's Development Officer, conforms with Schedules B to G inclusive attached to this agreement numbered as 01205-0050 and 01205-0052 to 01205-0056 inclusive. The Schedules to this Agreement are:

Schedule A	Legal Description for 50 Bedford Highway, Halifax
Schedule B	Site Plan numbered 01205-0056
Schedule C	East Elevation numbered 01205-0052
Schedule D	West Elevation numbered 01205-0053
Schedule E	North Elevation numbered 01205-0054
Schedule F	South Elevation numbered 01205-0055
Schedule G	Landscape Concept Plan numbered 01205-0050

2.2 General Description of Land Use

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

- (a) 155 two bedroom residential dwelling units;
- (b) a maximum of 7,246.2 square metres (78,000 square feet) gross floor area of hotel or office space;
- (c) private open space, landscape areas, signage and walkways;
- (d) vehicular parking, loading and circulation areas;
- (e) uses accessory to the foregoing, including, but not limited to, a restaurant and lounge, fitness center, banquet facility, spa/hair salon, day care facility, gift shop and service commercial uses; and
- (f) temporary accessory uses to the foregoing, including a sales office and construction trailer.

2.3 Detailed Provisions for Land Use

- 2.3.1 The building must comply with the R-4 Multiple Dwelling Zone requirements for Mainland Halifax with the exception of Sections 29(1)(f) (one office), 29A (commercial uses), 29B (signs), 30 (no window display) and 32(1) (billboards) and 32(2) (non-illuminated sign).
- 2.3.2 The maximum height of the building shall not exceed 76.2 metres (250 feet) above average grade.
- 2.3.3 The density is to be calculated by the theoretical population generated on the basis of: 1.0 person per bachelor/studio unit; 2.0 persons per one bedroom unit; 2.25 persons per all other apartment types.
- 2.3.4 Further to Section 2.3.3, for the purposes of determining permissible density, one bedroom plus den units shall be considered to be one-bedroom units and two bedroom plus den units shall be considered to be two bedroom units.
- 2.3.5 The residential unit mix may be changed provided that the proposed residential density does not exceed the project residential density of 348.75 persons.
- 2.3.6 A restaurant and lounge shall be permitted provided that:
- a) The seating capacity of the restaurant shall not exceed 60 people;
 - b) The licensed capacity of the lounge shall not exceed 20 people; and
 - c) There is no drive-through window, although room service and take-out may be provided.

2.4 Building Architecture and Site Design

- 2.4.1 Exterior building materials shall mainly consist of decorative precast concrete, glass/curtain wall, Exterior Insulation Finishing System (E.I.F.S.) and composite metal panels. No exposed treated lumber, plain concrete block or vinyl siding shall be used in the construction of the building.
- 2.4.2 All roof mounted mechanical systems (HVAC, cooking exhaust fans, etc.) 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 or utility equipment located at grade shall be screened from view from any public street with landscaping or a combination of fencing and landscaping elements.
- 2.4.3 All vents, down spouts, flashing, electrical conduits, utility meters, service connections, and other functional elements shall be treated as integral parts of the design.

- 2.4.4 Lighting shall be directed downward to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from the sky, streets, adjacent lots and buildings. The path through the non-disturbance area shall not be lit as this would not align with CPTED (Crime Prevention through Environmental Design) principles.
- 2.4.5 All balconies and railings on the building shall be made of decorative metal and glass. Wooden railings are not permitted on the building.
- 2.4.6 Architectural treatment and materials shall be continued around all sides of all buildings.
- 2.4.7 The building shall have a minimum of 68 interior bicycle parking spaces provided within the three levels of underground parking and a minimum of 20 outdoor bicycle parking spaces.
- 2.4.8 The main entrances to both the hotel/office use and the residential portion of the building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, corner boards, fascia boards or an acceptable equivalent approved by the Municipality's Development Officer. At least one main door shall face the Bedford Highway. Service/delivery entrances shall be integrated into the design of the building and shall not be a dominant feature.
- 2.4.9 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), green walls, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.).
- 2.4.10 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 2.4.11 Any exposed foundation or parking garage face in excess of 1 metre (3 feet) in height shall be architecturally detailed, veneered with stone or brick, stucco, painted, or treated in an equivalent manner acceptable to the Municipality's Development Officer.
- 2.4.12 Amenity space shall be set aside for private recreational purposes such as common recreational areas, play areas, recreational rooms, roof decks, swimming pools and tennis courts. Amenity space shall include all interior and exterior areas set aside for the exclusive purposes of visual improvement or recreation and shall include areas of landscaping, exercise rooms, community/party rooms, balconies, landscaped podiums and sundecks. The amenity spaces shall be of a size large enough to accommodate the activity

for which they are programmed to be used. The residential tower is to include a minimum of 1000 square feet of indoor amenity area unless, as an alternative, the tower residents have unlimited access to the hotel amenities.

- 2.4.13 All at grade patios or patios on the roof terrace shall be made of a decorative hard surface with vine covered painted or stained wooden arbors or hedging.
- 2.4.14 A temporary structure shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The structure shall be removed from the Lands prior to the issuance of the last Occupancy Permit.
- 2.4.15 Walkways shall be designed to be barrier free where possible.

2.5 Parking, Circulation and Access

- 2.5.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on Schedules B and G. 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 shall have a finished hard surface such as asphalt, concrete, paving blocks, interlocking paving stones or an acceptable equivalent in the opinion of the Municipality's Development Officer and shall be defined by concrete curbing. Curbing shall not be asphalt.
- 2.5.2 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.
- 2.5.3 The building shall have a minimum of 235 interior parking spaces provided within the underground parking levels, to be shared by all uses, and a minimum of 30 outdoor parking spaces to be shared by all uses.

2.6 Landscaping

- 2.6.1 Landscaping for the building shall be provided as a minimum in accordance with the planting plans attached to this agreement as Schedule G. The Developer may provide enhanced landscape features at their own discretion.
- 2.6.2 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.
- 2.6.3 A mixture of native trees and shrubs shall be utilized to reinstate the locations where the existing access driveways are to be removed.
- 2.6.4 The pedestrian walkways, path, walking/service trail, service lane and exterior bicycle parking areas shall be located as shown on Schedules B and G, constructed of concrete in accordance with the applicable HRM specifications unless otherwise specified in the schedules. Bike racks, benches, garbage receptacles and retaining walls shall be provided as specified on the landscape plan, Schedule G or equivalent.
- 2.6.5 Non-disturbance areas as shown on Schedule G shall be preserved and maintained in their natural state. No structures shall be permitted, no excavation, infilling, tree, stump and other vegetation removal or any alteration of any kind shall be permitted in relation to a development. Within the non-disturbance areas as shown on the landscape plan, no living trees shall be cut unless identified as hazardous by a tree care professional. No understory plants, groundcovers or shrubs shall be removed unless identified by a Landscape Architect, Horticulturist or Botanist as an invasive species. In locations where tree preservation has not been possible as identified in this agreement, the Developer is to plant a mix of new native vegetation. Deciduous trees are to be a minimum of 50 mm caliper, coniferous trees are to be a minimum of 1 metre in height and shrubs are to be a minimum of 50 cm high.
- 2.6.6 Notwithstanding Section 2.6.5, the proposed path within the non-disturbance area shall be laid out by the Landscape Architect so as to minimize the impact on the existing vegetation. Every effort shall be made during construction of the path to keep damage to the existing vegetation to a minimum. Reinstatement of damaged areas associated with the path shall be undertaken with compatible native vegetation.
- 2.6.7 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.
- 2.6.8 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 110 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 Schedule G. 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.

- 2.6.9 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.
- 2.6.10 A minimum of 15 cm (6 inches) of drainage gravel over the extent of the landscape podium plus an additional 40 cm (16 inches) of topsoil for sod; 60 cm (2 ft.) of topsoil for shrubs; and 90 cm (3 ft.) of topsoil for trees, or an equivalent system proposed by a Landscape Architect, shall be provided.
- 2.6.11 Planting on rooftops and podiums above structures shall be carefully selected for their ability to survive in rooftop environments. Rooftop trees shall be located in berms, raised planting beds or containers. Minimum planted sizes shall be as follows:
- (a) deciduous trees: 45 mm caliper (1.8 inch diameter);
 - (b) coniferous trees: 1.5 m (5 ft.) high;
 - (c) shrubs: 2 gallon pot.

2.7 Maintenance

The Developer, while owner of the Lands, and all future property owners shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas, driveways, and the maintenance of all landscaping including replacing damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/salting/sanding of walkways and driveways.

2.8 Signs

- 2.8.1 Ground signs shall be permitted but 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. No billboards are permitted.

- 2.8.2 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.
- 2.8.3 No mobile, moveable or fluorescent coloured signs or billboards shall be permitted, illuminated or otherwise.
- 2.8.4 The base of any new ground sign shall be of a material and colour which is complementary to the building.
- 2.8.5 Exterior signage for the building, including signage for the commercial uses, shall be designed to be unified, compatible and complementary to the building and shall not be located on the tower portion of the building. Illuminated signage is permitted. Fascia signage shall be limited to one sign per use and all fascia signage shall be confined to a single defined area or sign band.
- 2.8.6 Ground signs shall not exceed 4.6 metres (15 feet) in height except as a result of a specific corporate design requirement in which case the ground sign is not to exceed 7.62 metres (25 feet), No more than 2 ground signs shall be permitted on the property.
- 2.8.7 Except as otherwise specifically provided for above, all signs shall comply with the requirements of the Mainland Halifax Land Use Bylaw.

2.9 Municipal Services

- 2.9.1 All design and construction of services 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.
- 2.9.2 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 and/or relocated by the Developer as directed by the Municipality's Development Officer, in consultation with the Municipality's Development Engineer.
- 2.9.3 All secondary electrical, telephone and cable service to the building shall be underground installation.
- 2.9.4 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.

- 2.9.5 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.
- 2.9.6 The Developer is responsible for all aspects of the design, approval, construction and site improvements for the proposed intersection of the joint access driveway and the Bedford Highway, including all infrastructure associated with the semi-actuated signal lights, road realignment and the creation of a left hand turn lane as generally shown on Schedule B and included within the Addendum - Traffic Impact Study dated July 13, 2009 by Atlantic Road and Traffic Management. The intersection shall be fully operational and all associated site works complete prior to the issuance of any Occupancy Permits.
- 2.9.7 Security may be accepted by the Development Officer for the completion of outstanding on-site paving and on-site work prior to issuance of an Occupancy Permit. Such security shall consist of a security deposit in the amount of 110 per cent of a cost estimate to complete the work found acceptable to the Municipality. 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 completed to the satisfaction of HRM's Development Engineer.
- 2.9.8 Prior to issuance of Building Permits, the Developer shall indicate how services will be provided to the building including, but not limited to, water supply system, sanitary sewer system, stormwater sewer and drainage systems and utilities in a method acceptable to Halifax Water, HRM's 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 Developer. All construction shall be in accordance with Municipal specifications and By-laws and HRWC Design and Construction Specifications.

2.10 Archaeological Monitoring and Protection

The lands at 50 Bedford Highway fall within the High Potential Zone for Archeological Sites identified by the Province. The Developer shall contact the Curator of Special Places with Heritage Division of the Department of Tourism, Culture and Heritage of the Province of Nova Scotia prior to any disturbance of the site and the Developer shall comply with requirements set forth by the Province in this regard as well as the requirements identified in association with Heritage Research Permit A2009NS85 and the Archaeological Desktop Study for this property by Davis Archaeological Consultants Limited, dated September 2009.

2.11 Requirements Prior to Approval

- 2.11.1 Prior to the issuance of any Municipal Permits for the building allowed by this development agreement, the Developer shall complete the MICI (Multi-unit/Industrial/Commercial/ Institutional) process, as outlined by the Municipality.
- 2.11.2 Prior to the issuance of an Occupancy Permit for the building, the Developer shall provide certification to the Development Officer from a qualified professional indicating that the Developer has complied with the Landscape Plans or provided the appropriate securities pursuant to Sections 2.6.8 and 2.6.9 of this Agreement, unless otherwise stated by the Municipality.
- 2.11.3 Prior to the issuance of an Occupancy Permit for the building, the services shall be accepted for the intersection works located at the proposed driveway access and the Bedford Highway and all associated road and site works shall be completed, accepted and fully functional as indicated in Section 2.9.6 of this agreement.
- 2.11.4 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.

PART 3: AMENDMENTS

- 3.1 Amendments to any matters not identified under Section 3.2 of this agreement shall be deemed substantive and shall only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.
- 3.2 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:
 - (a) Changes to the exterior architectural appearance of the building or the construction materials of the building as detailed in Section 2.4 or which, in the opinion of the Development Officer, do not conform with the attached Schedules, provided that plans are submitted for any changes to the building design;
 - (b) Changes to the landscaping measures as detailed in Section 2.6 or which, in the opinion of the Development Officer, do not conform with Schedule G;
 - (c) Changes to the amenity space size, location and/or configuration which, in the opinion of the Development Officer, do not conform with the Schedules;

- (d) The granting of an extension to the date of commencement of construction as identified in Section 4.3 of this agreement; and
- (e) The length of time for the completion of the development as identified in Section 4.4 of this agreement.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGES

4.1 Registration

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 or Land Registry Office at Halifax, Nova Scotia, and the Developer shall incur all costs in recording such documents.

4.2 Subsequent Owners

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

4.3 Commencement of Development

- 4.3.1 In the event that development on the lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Land Use By-law.
- 4.3.2 For the purposes of this section, commencement shall mean completion of the footings/foundation for the proposed building or the issuance of a construction permit.
- 4.3.3 For the purposes of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 3.2, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiration of the commencement of development time period.

4.4 Completion of Development

- 4.4.1 If the Developer fails to complete the 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.

- 4.4.2 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; or
 - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for 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 twenty four hours 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 *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 2010.

Signed, sealed and delivered in the presence of:

per: _____
=====

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

per: _____

**BASIN VISTA DEVELOPMENTS
LIMITED**

per: _____
=====

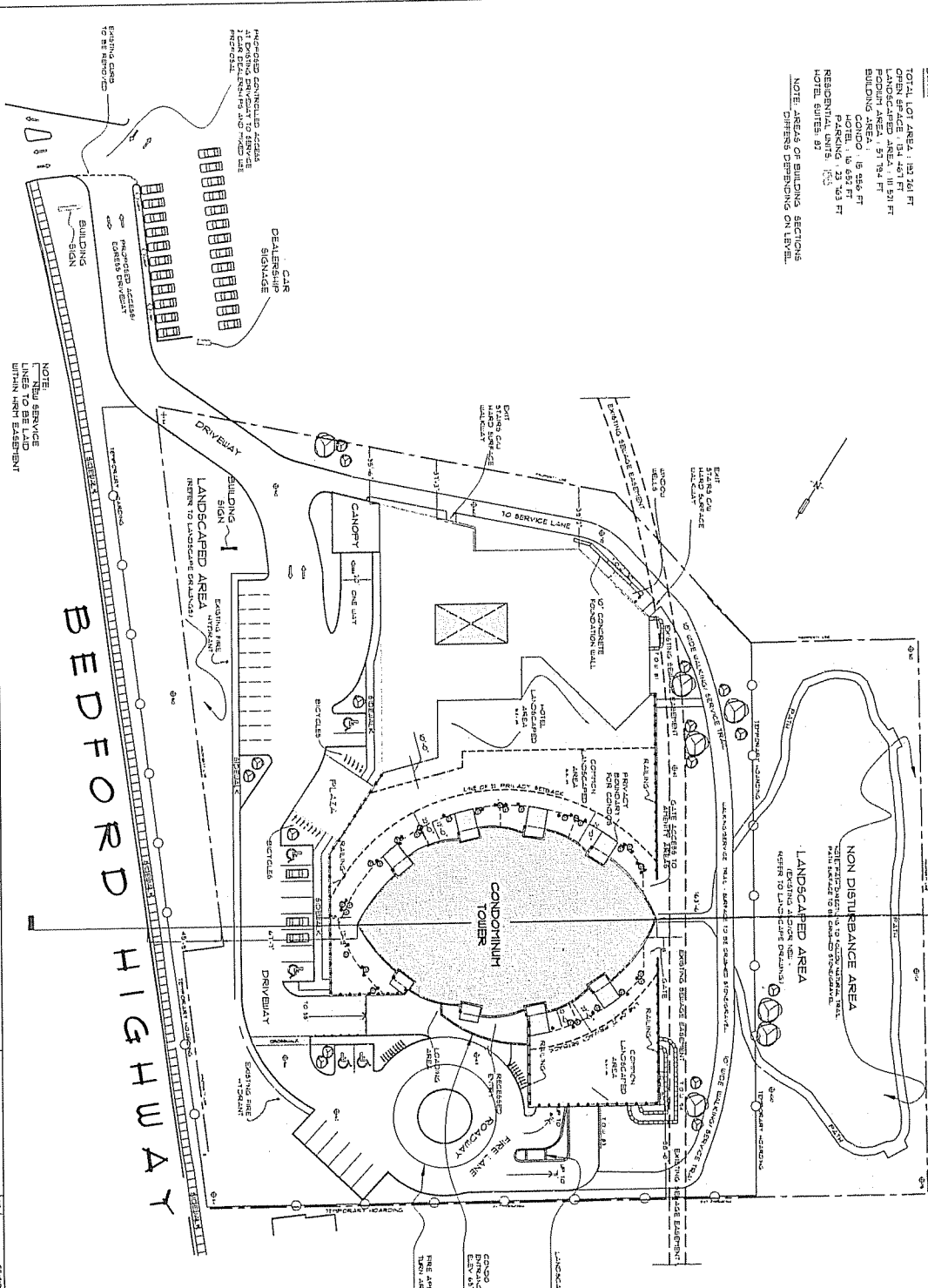
HALIFAX REGIONAL MUNICIPALITY

per: _____
MAYOR

per: _____
MUNICIPAL CLERK

DATA
 TOTAL LOT AREA: 143,764 FT²
 OPEN SPACE: 104,467 FT²
 PAVEMENT AREA: 37,297 FT²
 BUILDING AREA: 1,971 FT²
 CONDO: 18,265 FT²
 PARKING: 23,763 FT²
 HOTEL SUITES: 92

NOTE: AREAS OF BUILDING SECTIONS DIFFERS DEPENDING ON LEVEL.



PROJECT NORTH

NOTE
 1. PATH TO BE 4" x 6" WIDE WITH HARD SURFACE MADE OF CRUSHED STONE/GRAVEL. WHERE POSSIBLE PLACE 6X6 DOUGLASS PINE TO KEEP IN PLACE WHERE NEEDED.

2. WALKING / SERVICE TRAIL TO BE 10' WIDE WITH HARD SURFACE MADE OF CRUSHED STONE/GRAVEL ON 4" BED OF SAND. WHERE POSSIBLE PLACE 6X6 DOUGLASS PINE TO KEEP GRAVEL IN PLACE.
3. SERVICE LANE TO BE 10' WIDE WITH HARD SURFACE MADE OF ASPHALT WITH CONCRETE CURB.
4. RETAINING WALLS TO BE ALTAIR BLOCK OR EQUIVALENT BY SHAW.
5. DOUBLE BRICK W/ CARBIDE RECEPTACLE TO BE CAST IRON W/ WOOD.
6. EACH TERRACE WALL BE EQUIPPED WITH THE FOLLOWING:
 a. RABBIT WITH TIMBER SCREEN + FRONT
 b. GRANITE BOLDERS AND BEACH STONE
 c. BAY TAINENCE PLANTING.

FOR DETAILED INFO REFER TO LANDSCAPE DRAININGS.

EXISTING CURB TO BE REMOVED
 HANDICAPPED ACCESS
 2 CAR BICYCLE RACKS AND 1 WOOD BIKE RACK
 EXISTING CURB TO BE REMOVED

NOTE:
 REAR SERVICE LANE TO BE WITHIN RIGHT EASEMENT

50 BEDFORD HIGHWAY
 BEDFORD NOVA SCOTIA



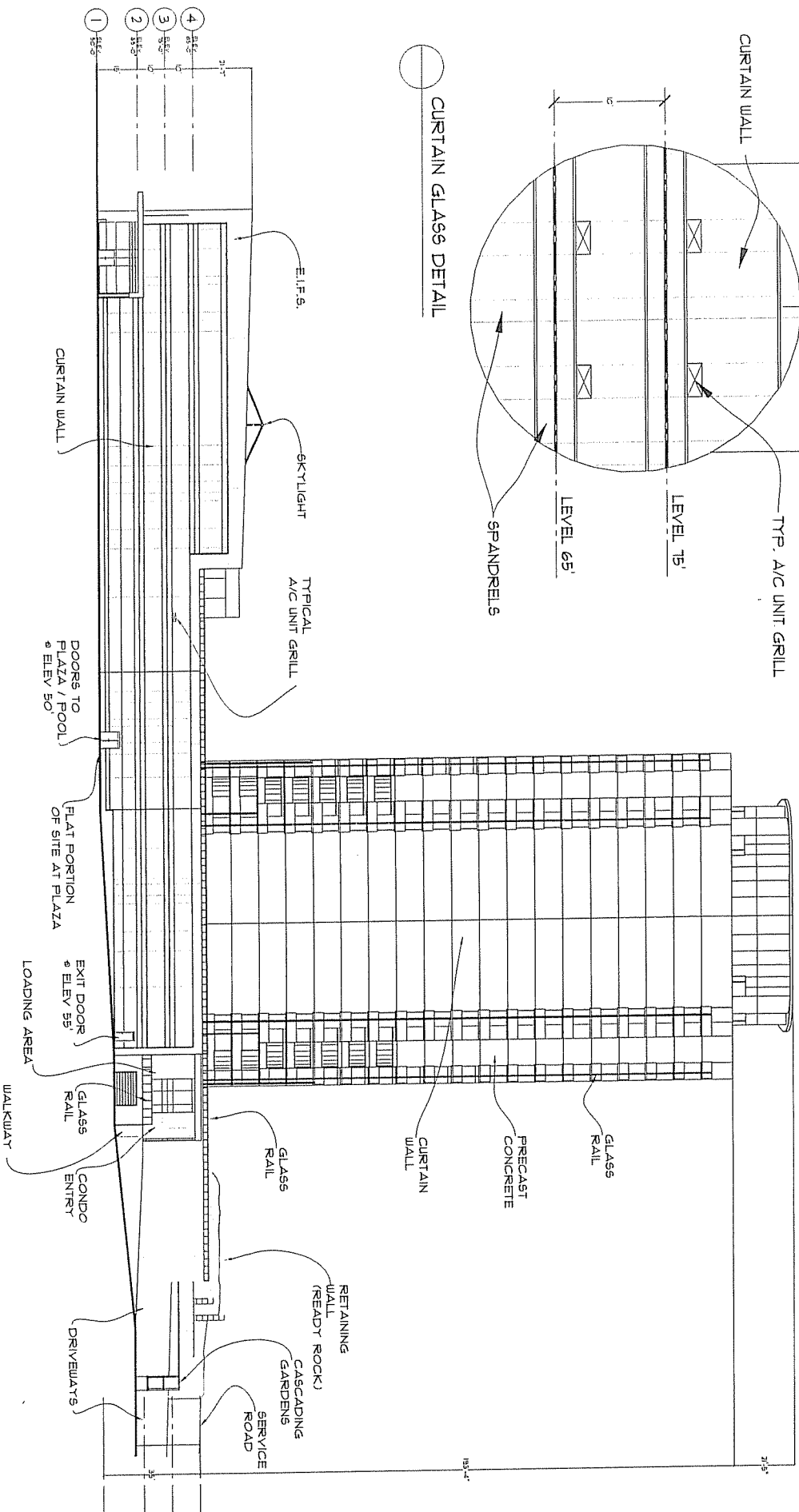
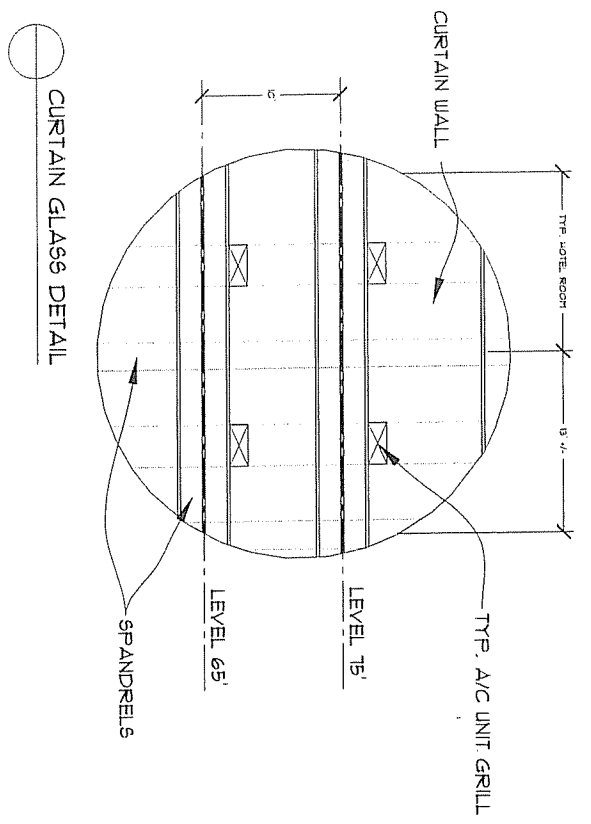
NO.	DESCRIPTION	DATE	BY
1	REVISION	11.13.09	
2			
3			
4			
5			
6			
7			
8			
9			
10			

SITE PLAN

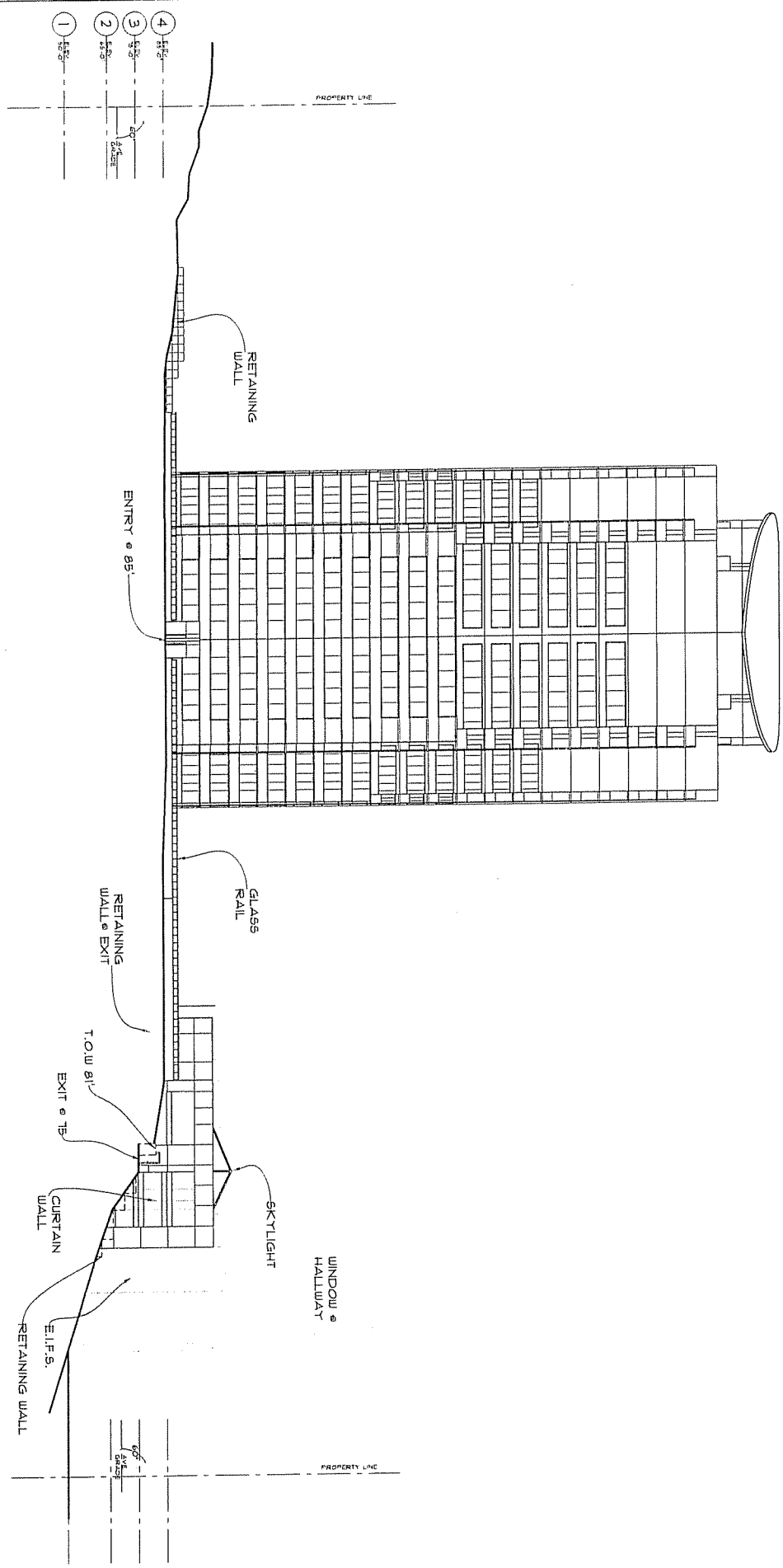
SCALE	DATE	BY
1" = 10'	11.13.09	ADAM 203
SCALE	NO.	DATE
SCALE	NO.	DATE
SCALE	NO.	DATE
SCALE	NO.	DATE

SDP

Schedule B, #01205-0056



<p>2025.0000</p> <p>THIS DRAWING IS THE PROPERTY OF THE ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS DRAWING. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE ARCHITECT. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE ARCHITECT. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.</p>	
<p>PROJECT</p> <p>50 BEDFORD HIGHWAY BEDFORD, NOVA SCOTIA</p>	<p>DATE</p> <p>2025.0000</p>
<p>ARCHITECT</p> <p>WM FARRES ARCHITECTS (BEDFORD) INC.</p>	<p>SCALE</p> <p>AS SHOWN</p>
<p>NO</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p> <p>29</p> <p>30</p> <p>31</p> <p>32</p> <p>33</p> <p>34</p> <p>35</p> <p>36</p> <p>37</p> <p>38</p> <p>39</p> <p>40</p> <p>41</p> <p>42</p> <p>43</p> <p>44</p> <p>45</p> <p>46</p> <p>47</p> <p>48</p> <p>49</p> <p>50</p> <p>51</p> <p>52</p> <p>53</p> <p>54</p> <p>55</p> <p>56</p> <p>57</p> <p>58</p> <p>59</p> <p>60</p> <p>61</p> <p>62</p> <p>63</p> <p>64</p> <p>65</p> <p>66</p> <p>67</p> <p>68</p> <p>69</p> <p>70</p> <p>71</p> <p>72</p> <p>73</p> <p>74</p> <p>75</p> <p>76</p> <p>77</p> <p>78</p> <p>79</p> <p>80</p> <p>81</p> <p>82</p> <p>83</p> <p>84</p> <p>85</p> <p>86</p> <p>87</p> <p>88</p> <p>89</p> <p>90</p> <p>91</p> <p>92</p> <p>93</p> <p>94</p> <p>95</p> <p>96</p> <p>97</p> <p>98</p> <p>99</p> <p>100</p>	<p>NO</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p> <p>29</p> <p>30</p> <p>31</p> <p>32</p> <p>33</p> <p>34</p> <p>35</p> <p>36</p> <p>37</p> <p>38</p> <p>39</p> <p>40</p> <p>41</p> <p>42</p> <p>43</p> <p>44</p> <p>45</p> <p>46</p> <p>47</p> <p>48</p> <p>49</p> <p>50</p> <p>51</p> <p>52</p> <p>53</p> <p>54</p> <p>55</p> <p>56</p> <p>57</p> <p>58</p> <p>59</p> <p>60</p> <p>61</p> <p>62</p> <p>63</p> <p>64</p> <p>65</p> <p>66</p> <p>67</p> <p>68</p> <p>69</p> <p>70</p> <p>71</p> <p>72</p> <p>73</p> <p>74</p> <p>75</p> <p>76</p> <p>77</p> <p>78</p> <p>79</p> <p>80</p> <p>81</p> <p>82</p> <p>83</p> <p>84</p> <p>85</p> <p>86</p> <p>87</p> <p>88</p> <p>89</p> <p>90</p> <p>91</p> <p>92</p> <p>93</p> <p>94</p> <p>95</p> <p>96</p> <p>97</p> <p>98</p> <p>99</p> <p>100</p>
<p>EAST ELEVATION</p>	<p>DATE</p> <p>2025.0000</p>
<p>SCALE</p> <p>AS SHOWN</p>	<p>DATE</p> <p>2025.0000</p>
<p>PROJECT</p> <p>50 BEDFORD HIGHWAY BEDFORD, NOVA SCOTIA</p>	<p>SCALE</p> <p>AS SHOWN</p>
<p>ARCHITECT</p> <p>WM FARRES ARCHITECTS (BEDFORD) INC.</p>	<p>DATE</p> <p>2025.0000</p>



NOT TO SCALE
 ALL DIMENSIONS AND ELEVATIONS SHOWN ON THIS DRAWING ARE THE PROPERTY OF THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND ELEVATIONS SHOWN ON THIS DRAWING. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND ELEVATIONS SHOWN ON THIS DRAWING. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND ELEVATIONS SHOWN ON THIS DRAWING.

PROJECT
50 BEDFORD HIGHWAY
 BEDFORD NOVA SCOTIA

DESIGNER
WM FARES
 ARCHITECTS INC. 1111 HURON ST. TORONTO, ONT. M5S 1A5
 416-922-1111
 www.wmfares.com

SCALE
 1/8" = 1'-0"

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10.12.11
2		
3		
4		

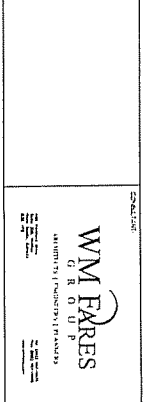
WEST ELEVATION

DATE: JANUARY 2012
 DRAWN BY: [Name]
 CHECKED BY: [Name]
A-8



2010-07-28
 1. The drawings are prepared for the purpose of providing information to the client for the construction of the building. The drawings are not to be used for any other purpose without the written consent of the architect.
 2. The drawings are not to be used for any other purpose without the written consent of the architect.
 3. The drawings are not to be used for any other purpose without the written consent of the architect.
 4. The drawings are not to be used for any other purpose without the written consent of the architect.

PROJECT
50 BEDFORD HIGHWAY
 BEDFORD NOVA SCOTIA



NO.	REVISION	DATE
1	ISSUED FOR PERMIT	2010.07.28
2	ISSUED FOR PERMIT	2010.07.28
3	ISSUED FOR PERMIT	2010.07.28
4	ISSUED FOR PERMIT	2010.07.28

DATE: 2010.07.28
 SHEET NO.: NORTH ELEVATION

SCALE: 1/4" = 1'-0"
 DRAWING NO.: A-10
 DATE: JANUARY 2011

DESIGN NOTES:
 1. This elevation is shown as an example of the proposed design. The design is subject to change without notice.
 2. The design is based on the information provided in the schedule of work and the design brief. The design is not to be used for any other purpose.
 3. The design is not to be used for any other purpose.
 4. The design is not to be used for any other purpose.

PROJECT:
 50 BEDFORD HIGHWAY
 BEDFORD, NOVA SCOTIA

ARCHITECT:
WM FARES
 GROUP
 ARCHITECTS & CONSULTANTS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	2023.08.23
2	ISSUED FOR PERMIT	2023.08.23
3	ISSUED FOR PERMIT	2023.08.23
4	ISSUED FOR PERMIT	2023.08.23

PROPERTY LINE

STAIR TOWER
 C/W EXIT TO OUTSIDE

RETAINING WALL

WINDOW WELL

EXIT FROM
 STAIR TOWER

E.I.F.S. C/W REVEALS
 GLASS
 RAIL

SECTION 1
 SECTION 2
 SECTION 3
 SECTION 4

SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

DATE: JANUARY 2023

PROJECT NO: A-9

Schedule F, #01205-0055

