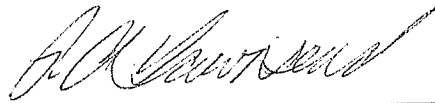


Chebucto Community Council
February 6, 2012

TO: Chair and Members of Chebucto Community Council

SUBMITTED BY:



Phillip Townsend, Director, Planning and Infrastructure

DATE: January 20, 2012

SUBJECT: **Case 01254 Development Agreement, 3620 Dutch Village Road,
Halifax**

Supplementary Report

ORIGIN

- On November 15, 2011, Regional Council approved a request by United Gulf Developments Ltd. for amendments to the Halifax Municipal Planning Strategy (MPS) and Halifax Mainland Land Use By-Law (LUB) to permit a mixed-use development of the former Halifax West high school property at 3620 Dutch Village Rd., Halifax, by development agreement;
- Staff has received Provincial ministerial approval of the amendments to the Halifax MPS and Halifax Mainland LUB.

RECOMMENDATION

It is recommended that the Chebucto Community Council:

1. Approve the development agreement as contained in Attachment A, to allow for a mixed use development at 3620 Dutch Village Rd., Halifax; and
2. Require that the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council or 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 November 15, 2011, Regional Council and Chebucto Community Council held a joint public hearing to consider amendments to the Halifax MPS and the Halifax Mainland LUB, as well as a proposed development agreement, to permit a mixed-use development on the former Halifax West High School site on Dutch Village Road in Fairview. Subsequent to the joint public hearing, Regional Council gave its approval to the amendments to the Halifax MPS and Halifax Mainland LUB. While the proposed development agreement was part of the public hearing process, it could not be approved by 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 January 14, 2012.

As noted in the September 20, 2011, report, staff was to bring the matter back to Chebucto Community Council for a decision on the proposed development agreement once the MPS and LUB amendments took effect. It is now appropriate for Council to consider the proposed 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 approved budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation. In accordance with Regional Council's Public Participation Program for MPS amendments, community engagement with regard to this site/proposal included the following:

- Public information meeting/open house in January of 2003;
- In the spring of 2005, UGDL hired a consultant to conduct public consultation/feedback;
- Public information meeting in April of 2009;

- In March of 2011, an information package was mailed to approximately 100 neighbouring property owners, seeking their comments/questions; and
- Public hearing on November 15, 2011. For the public hearing, notices were posted on the HRM website, in a local newspaper and mailed to property owners within a given notification area.

ALTERNATIVES

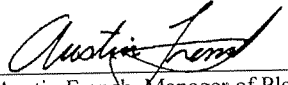
1. Approve the proposed development agreement as contained in Attachment A. This is the recommended alternative.
2. Approve the proposed development agreement with changes that are agreed to by the applicant. Such changes, depending upon their magnitude, may necessitate the holding of an additional public hearing, the agreement of the Developer and/or the preparation of a supplementary staff report.
3. Refuse the proposed development agreement. If this course of action is taken, Council is required to specify the reasons for the refusal and specifically how the proposal is inconsistent with the policies of the Halifax Municipal Planning Strategy.

ATTACHMENTS

Attachment A Proposed 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: Paul Sampson, Planner I, 490-6259

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

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 Halifax Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

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

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

2.1 Schedules

The Developer shall develop the lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 01254:

Schedule A	Legal Description of the Lands	
Schedule B	Site Plan	Plan # 01254-001
Schedule C	Parking Level	Plan # 01254-002
Schedule D	Ground Floor Plan	Plan # 01254-003
Schedule E	Typical Floor Plan, Upper Levels	Plan # 01254-004
Schedule F	East Elevation	Plan # 01254-005
Schedule G	North Elevation	Plan # 01254-006
Schedule H	South Elevation	Plan # 01254-007
Schedule I	Elevation Detail	Plan # 01254-008
Schedule J	Elevation Detail	Plan # 01254-009
Schedule K	Elevation Detail	Plan # 01254-010
Schedule L	Elevation Detail	Plan # 01254-011
Schedule M	Elevation Detail	Plan # 01254-012

2.2 Requirements Prior to Approval

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

- (a) Landscape Plan in accordance with Section 2.6 of this Agreement;
- (b) Park Site Development Plan, cost estimates and drainage plan in accordance with Section 2.11 of this Agreement;
- (c) Plan of Subdivision in accordance with Sections 2.10 and 2.11 of this Agreement.

2.2.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall

provide the following to the Development Officer:

- (a) Certification from a qualified professional indicating that the Developer has complied with the Landscape Plan, or the posting of security in accordance with Section 2.6; and
- (b) Parkland/ open space dedication or security pursuant to Section 2.11.

2.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any use 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 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 use(s) of the Lands permitted by this Agreement are the following:

- (a) Any commercial enterprise permitted in the C-2A (Minor Commercial) zone;
- (b) Multiple-unit residential uses (apartment house);
- (c) uses permitted in the P (Park and Institutional) zone; and
- (d) uses accessory to any of the foregoing uses.

2.4 Detailed Provisions for Land Use

2.4.1 Maximum building floor levels/ heights for the portions of the building above the parking structure, as shown on Schedule B, shall be as follows:

- Building A: 6 storeys
- Building B: 3 storeys
- Building C: 8 storeys
- Building D: 8 storeys
- Building E: 1 storey

2.4.2 Population density is to be calculated on the basis of 1.0 person per bachelor/ studio unit, 2.0 persons per one bedroom unit and 2.25 persons per all other apartment types. For the purposes of determining permissible density, one bedroom plus den units shall be considered to be the same as one-bedroom units.

- 2.4.3 The type and number of residential units may vary from that shown on the Schedules, provided that the overall residential population does not exceed 300 persons.
- 2.4.4 Ground floor land uses shown on Schedule D shall be limited to non-residential uses permitted in the C-2A zone and uses permitted in the P (Park and Institutional) zone. Notwithstanding the above, the ground floor level of Buildings C and D may include residential units and associated amenity space/ common areas, provided any residential/amenity uses are not located along the front facade facing the surface parking lot/ driveway areas.
- 2.4.5 The combined gross floor area of the ground floor level of Buildings C and D (residential/ commercial) shall not exceed 50,000 square feet.
- 2.4.6 The residential tower portion of Buildings C and D, above the ground floor, shall not exceed a gross floor area footprint of 13,500 square feet per floor.
- 2.4.7 The total gross floor area of the development devoted to C-2A and P uses shall not exceed 116,000 square feet.

2.5 Architectural Requirements

- 2.5.1 The building's exterior design and materials shall be as shown on Schedules F through M.
- 2.5.2 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along long facades to provide shelter, and encourage pedestrian movement.
- 2.5.3 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.).
- 2.5.4 Any exposed foundation in excess of four feet in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

2.6 Landscaping

- 2.6.1 Prior to the issuance of a Construction Permit, the Developer shall provide the Municipality with a detailed landscape plan, prepared by a Landscape Architect, which shall provide details of all landscaped areas shown on Schedule "B".
- 2.6.2 Areas shown on the Schedules as "landscaped area" shall be either active areas generally accessible to building occupants and shall contain a combination of concrete pavers,

walkways, sod, ground cover, shrubs, deciduous and coniferous trees, site furnishings and landscaping features, or may be extensive (passive) landscaped roof areas designed to be generally self-sustaining, requiring minimal maintenance and accessibility. Notwithstanding the foregoing, any outdoor play area associated with a day care facility may be permitted within the "landscaped area".

- 2.6.3 The landscaped areas between the building and the northwest and southeast property lines, abutting properties on Ashdale and Rufus Avenues, shall include a wooden privacy fence with a minimum height of six feet along the property lines for screening purposes. Additionally, these landscaped areas shall be secured in such a manner as to prevent public access through them.
- 2.6.4 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 planting beds or containers. Approximately 50 percent of the plant material shall be evergreen and/or material with winter colour and form. Deciduous trees shall have a minimum size of 45 mm caliper (1.8 inch diameter). Coniferous trees shall be a minimum of 1.5 m (5 ft.) high and upright shrubs shall have a minimum height of 60 cm. (2 ft.). 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.
- 2.6.5 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.
- 2.6.6 Planting details for each type of plant material proposed on the landscape plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety). Mass shrub plantings or mixed shrub and ground cover plantings are preferred instead of perennial beds.
- 2.6.7 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as pergolas, benches, etc. shall be provided to the Development Officer or shall be noted on the landscape plan required by Subsection 2.6.1, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of individual buildings and the character of the surrounding area.
- 2.6.8 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.
- 2.6.9 Notwithstanding the above, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape

work and the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping as shown on the Landscape Plan. 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 landscaping as described herein 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. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

2.7 Signs

2.7.1 Exterior signs shall meet the requirements of the C-2A zone of the Land Use By-law and shall be generally limited to:

- (a) awning signs made of fabric material above ground level windows and doors;
- (b) fascia and projecting signs at the ground level;
- (c) fascia signs on the top level of the office building; and
- (d) one freestanding ground / pylon sign.

2.8 Building and Site Lighting

2.8.1 Outdoor lighting shall be directed to driveways, parking areas, loading areas and building entrances and shall be arranged so as to direct the light away from streets, adjacent lots and buildings.

2.8.2 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

2.9 Functional Elements

2.9.1 All vents, down spouts, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

2.9.2 Other than roof mounted equipment, any mechanical equipment, exhausts, propane tanks, electrical transformers, and other utilitarian features shall be visually concealed from abutting properties, including municipal rights-of-way, and shall include noise reduction measures.

2.10 Subdivision of the Lands

- 2.10.1 The lands shall be subdivided so that the Community/ Neighbourhood Park is separated from the main development site and the park is conveyed to the Municipality pursuant to Section 2.11. In addition, the alignment of the front property line along Alma Crescent/ Dutch Village Road shall be altered so that the entire sidewalk is located within the street right-of-way to the satisfaction of the Municipality. This resultant land shall be conveyed to the Municipality for street widening purposes. The application for subdivision approval shall be made prior to the issuance of a Construction Permit. In the event that the Municipality has already undertaken such subdivision of the land prior to entering into this agreement, the Developer shall be exempt from the subdivision and conveyance requirements of this section.

2.11 Parkland / Open Space Dedication

- 2.11.1 Except as provided for in this section, the Park Dedication shall meet the requirements of the Regional Subdivision By-law. Park Dedication shall be a combination of Land and Equivalent Value in design and development. The southwestern, rectangular-shaped portion of the site (currently grassed and fenced), shown on Schedule B as a Community/ Neighbourhood Park, shall be retained as public open space and shall have a minimum land area of 1.65 acres. The Developer shall convey the park parcel to the Municipality in conjunction with final subdivision approval, unless this has already been undertaken by the Municipality as indicated in Section 2.10.1. The park shall be free of any contamination or successfully remediated for public use by the Developer as confirmed by the N.S. Environment department. The Developer, through a qualified professional Landscape Architect, shall, using the HRM Park Planning and Development Guidelines, be responsible to prepare a Park Site Development Plan, drainage plan and preliminary cost estimates for the Community/ Neighbourhood Park. The Site Development Plan/ drainage plan and cost estimates are to be submitted to and approved by the Development Officer prior to subdivision approval or, in the event subdivision has already occurred, prior to the issuance of a Construction Permit.
- 2.11.2 The Developer shall, at their own expense, construct a pedestrian walkway connection over the public park and the private development, as generally shown on Schedule B, in order to provide pedestrian access between Coronation Avenue and Dutch Village Road/ Alma Crescent. The portion of this walkway over HRM land shall be constructed to a width of 3 metres, the design and location of which shall be approved by the Development Officer. An easement for public use/ access shall be provided over that portion of the pedestrian walkway which runs over the private land, in the area labelled "pedestrian walkway" on Schedule B. This easement shall be shown on the subdivision plan pursuant to Section 2.10.1. If a subsequent change to the location of the easement is required, the Developer shall be responsible for the cost and documentation to the satisfaction of the Development Officer. The Developer shall be responsible for providing directional signs indicating the public access function of the walkway. Where the pedestrian walkway over the private portion may be interrupted by driveway aisles or

lanes, these aisles/ lanes shall be well demarcated with signs and crosswalk markings, to the satisfaction of the Municipality, in order to provide pedestrian safety measures. The entire walkway shall be designed to incorporate accessibility standards, including a grade which does not exceed 8 percent, and shall be constructed with suitable base supporting structure and hard surface finish.

2.11.3 The portion of the Community/ Neighbourhood Park to the south of the walkway shall be developed with Neighbourhood Park amenities including, but not limited to, benches, play set and shade trees. The installation and cost of these amenities shall be the responsibility of the Developer and shall be approved by the Development Officer. The portion of the Community/ Neighbourhood Park to the north of the walkway shall retain its current use as a play meadow. The Developer shall submit a drainage plan along with the Park Site Development Plan which identifies drainage issues and proposed remediation measures which are to be incorporated into the final design and development. The Park Site Development Plan shall also illustrate/ provide details on the landscaped interface between the park and the land immediately abutting the park, adjacent to the building. The Developer shall replace the existing fence surrounding the entire Community/ Neighbourhood Park with new fencing acceptable to the Development Officer.

2.11.4 The park development outlined in sections 2.11.2 and 2.11.3 shall be completed prior to the issuance of a Construction Permit. Notwithstanding this, should the park development not be complete, the Developer shall provide cost estimates to the Development Officer and shall provide Equivalent Value security in the form of a certified cheque or automatically renewing Letter of Credit in the amount of 110 percent of the remaining park development. The Development Officer shall return the security to the Developer upon completion of the park development (equivalent value) prior to issuance of any Occupancy Permit.

2.12 Driveway Access, Civic #31 Alma Crescent

2.12.1 The Developer shall provide for the continued use of the existing driveway for access purposes to Civic #31 Alma Crescent at the northeastern corner of the site. An easement to this effect shall be shown on the plan of subdivision submitted pursuant to Section 2.10.

2.13 Maintenance

2.13.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and 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.

2.14 Solid Waste Facilities

- 2.14.1 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

2.15 Parking and Bicycle Facilities

- 2.15.1 Notwithstanding Schedule C, underground parking may be permitted on a single level or on two levels or partial levels, provided the amount of parking shown on Schedule C is not reduced. Notwithstanding the above, the parking level(s) may include, and the amount of parking may be reduced to accommodate, bicycle parking required by the Land Use By-law and solid waste facilities required by Section 2.14.

PART 3: STREETS AND MUNICIPAL SERVICES

3.1 General Provisions

- 3.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications unless otherwise varied by this Agreement and shall receive written approval from the Development Engineer prior to undertaking any work.
- 3.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including 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 Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation of on-site/ off-site underground services, overhead wires and traffic signals to accommodate the needs of the development.

PART 4: ENVIRONMENTAL PROTECTION MEASURES

4.1 Sulphide Bearing Materials

- 4.1.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

PART 5: AMENDMENTS

5.1 Substantive Amendments

Amendments to any matters not identified under Section 5.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

5.2 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of Council (for greater certainty, these items do not include changes which, in the opinion of the Development Officer, are in conformance with the plans attached as Schedules B-M):

- a) minor changes to the architectural requirements and exterior architectural appearance or materials as detailed in section 2.5 and corresponding Schedules;
- b) changes to the landscaping requirements as detailed in Section 2.6 which are beyond the authority of the Development Officer under Section 2.1;
- c) minor changes to the land uses permitted by Section 2.3, an increase in the residential population permitted by Subsection 2.4.3, changes to the ground floor uses in Subsection 2.4.4, and any changes to corresponding Schedules;
- d) changes to the sign requirements of Section 2.7;
- e) building lighting / illumination which does not comply with Section 2.8;
- f) changes to the functional elements as detailed in Section 2.9;
- g) subdivision of land other than that indicated in Sections 2.10 and 2.11;
- h) changes to the date of commencement of development specified in Section 6.3;
and
- i) changes to the date of completion of development specified in Section 6.4.

PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

6.1 Registration

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

6.2 Subsequent Owners

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

6.3 Commencement of Development

- 6.3.1 In the event that development on the Lands has not commenced within three years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 6.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.
- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.2, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

6.4 Completion of Development

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Halifax Mainland Land Use By-law, as may be amended from time to time.

6.5 Discharge of Agreement

- 6.5.1 If the Developer fails to complete the development after six years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

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

7.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

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

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

SIGNED, SEALED AND DELIVERED
in the presence of:

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

(Insert Registered Owner Name)

Per: _____

Per: _____

=

HALIFAX REGIONAL
MUNICIPALITY

Per: _____
Mayor

Per: _____
Municipal Clerk

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this ____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in h presence.

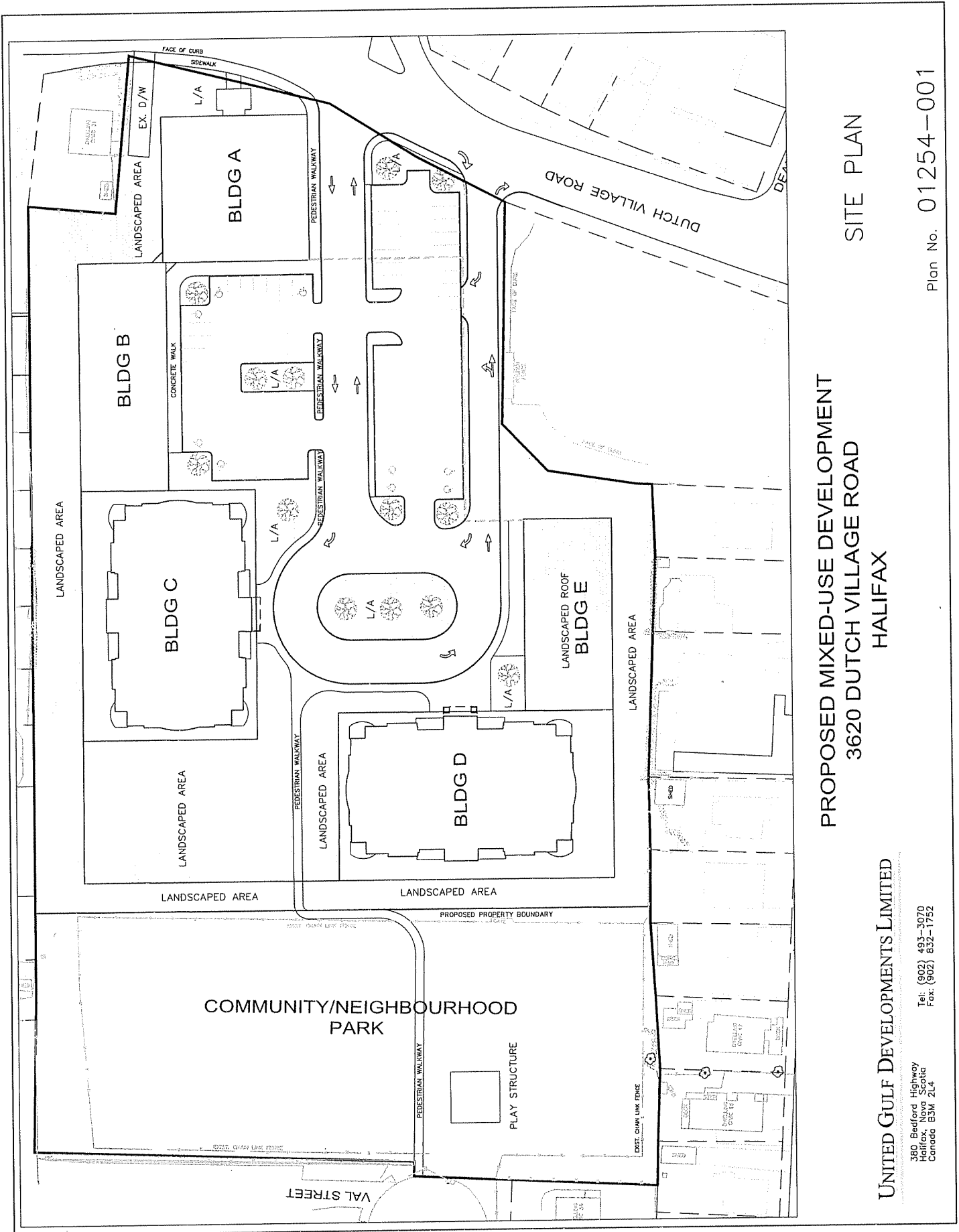
A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this ____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that _____, Mayor and _____, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in h presence.

A Commissioner of the Supreme Court
of Nova Scotia

SCHEDULE B



PROPOSED MIXED-USE DEVELOPMENT 3620 DUTCH VILLAGE ROAD HALIFAX

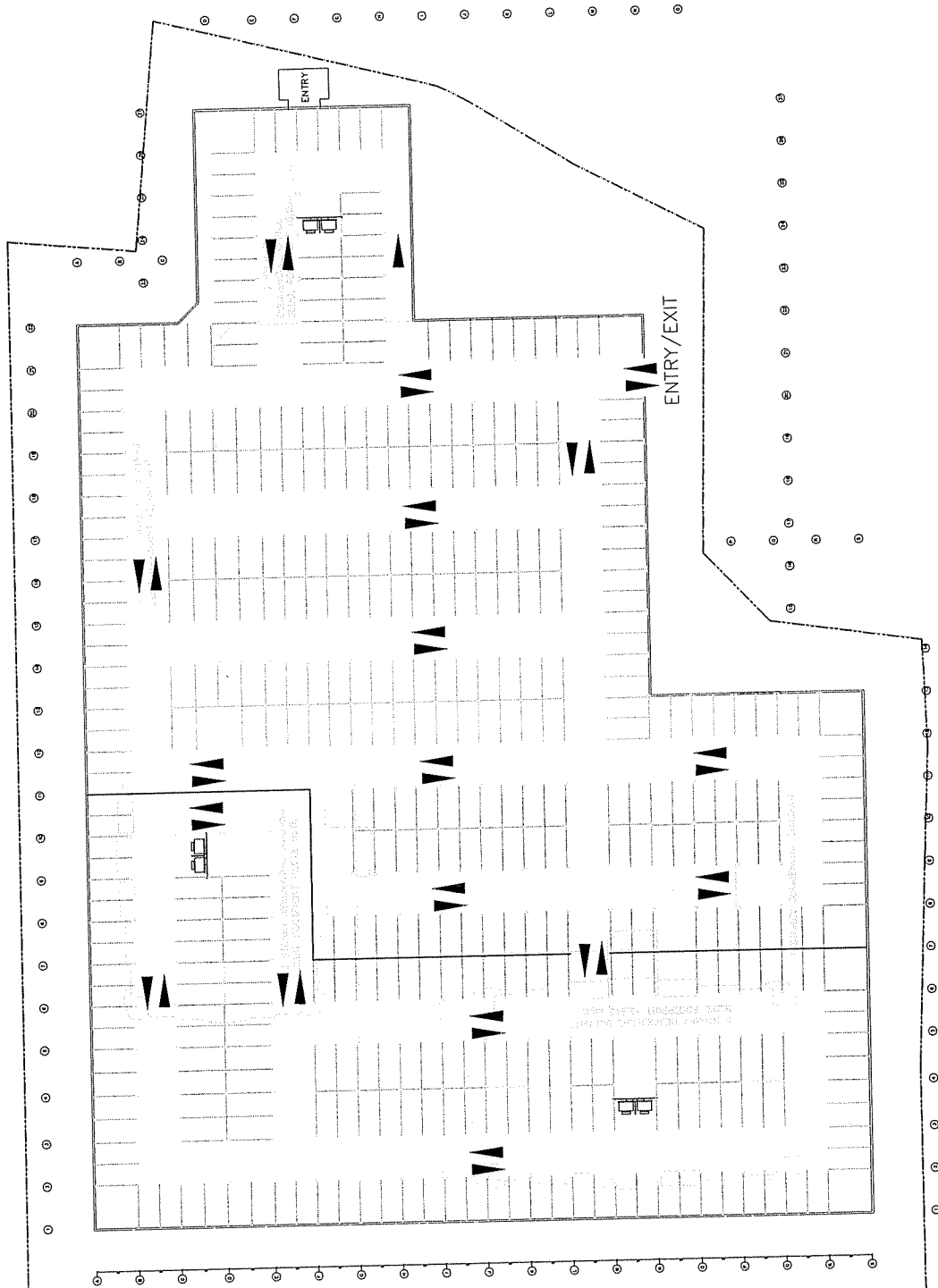
SITE PLAN

UNITED GULF DEVELOPMENTS LIMITED

380 Bedford Highway
Halifax, Nova Scotia
Canada B3M 2L4
Tel: (902) 493-3070
Fax: (902) 832-1752

Plan No. 01254-001

SCHEDULE C



PROPOSED MIXED-USE DEVELOPMENT
3620 DUTCH VILLAGE ROAD
HALIFAX

Parking Level
(CONCEPTUAL ONLY)

Plan No. 01254-002

UNITED GULF DEVELOPMENTS LIMITED

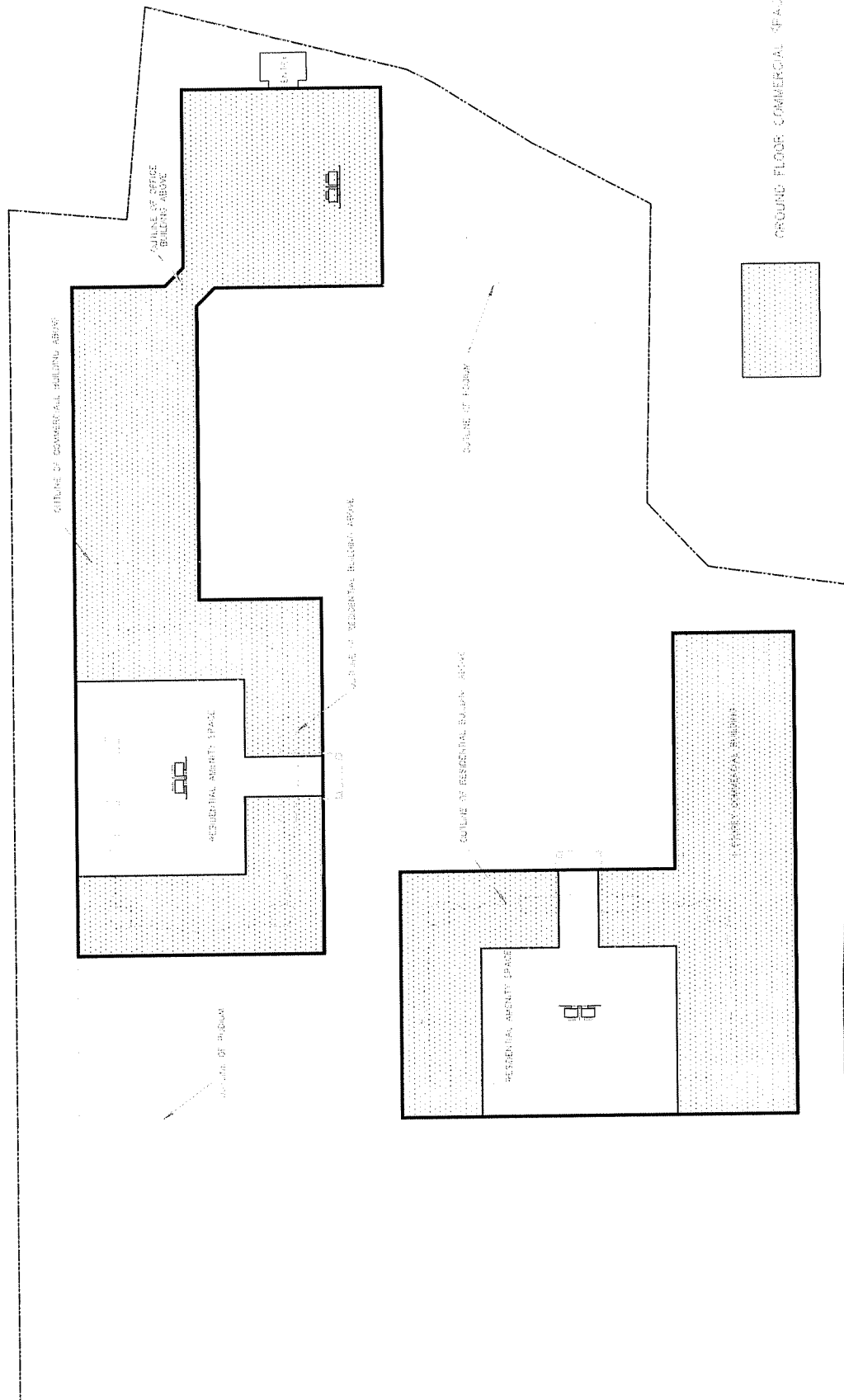
380 Bedford Highway
Halifax Nova Scotia
Canada B3M 2L4
Tel: (902) 493-3070
Fax: (902) 832-1752

Ground Floor

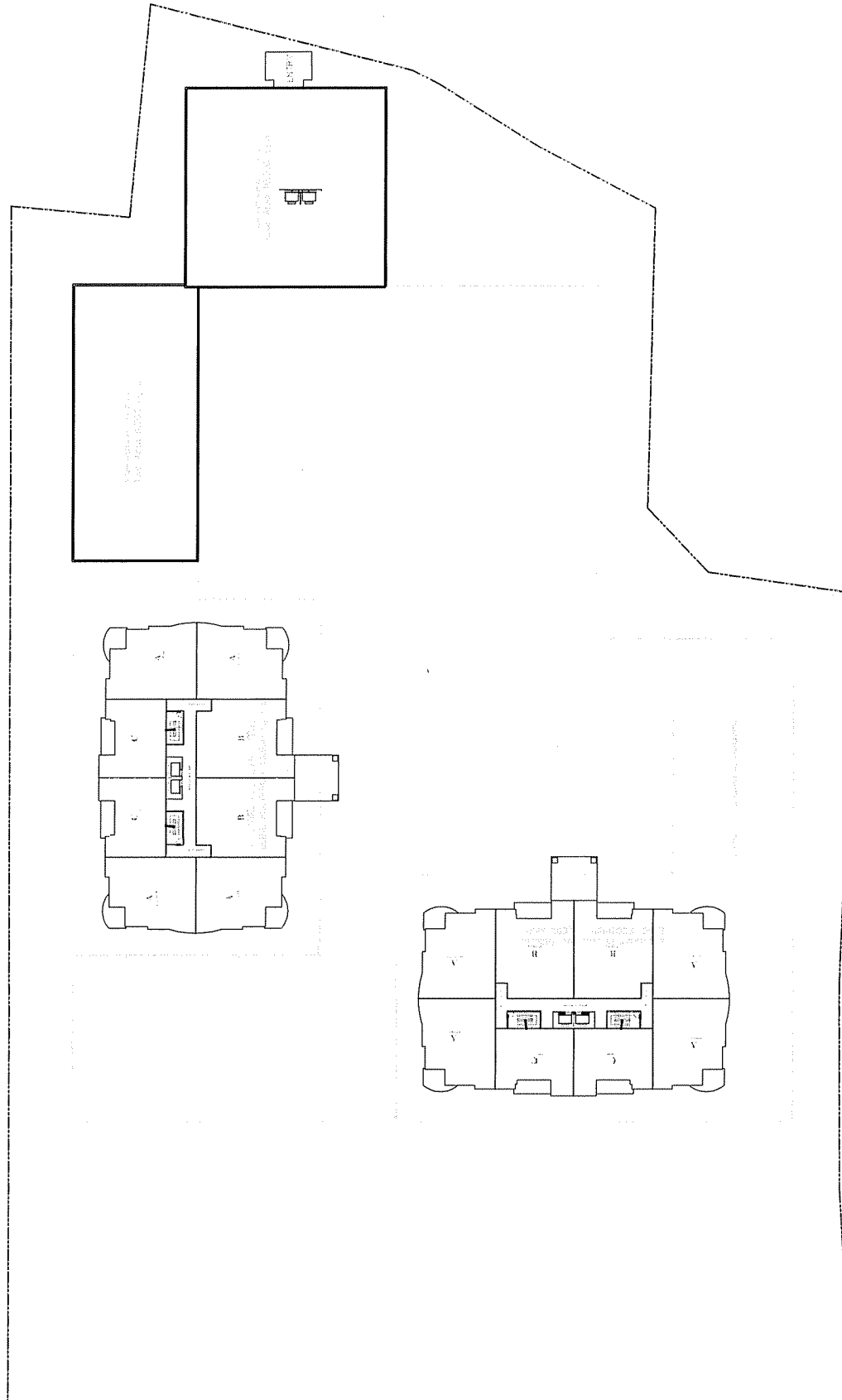
Plan No. 01254-003

UNITED GULF DEVELOPMENTS LIMITED

380 Bedford Highway
Hollis, New York
Census 342 114



SCHEDULE E



Typical Floor Plan
Upper Floors

Plan No. 01254-004

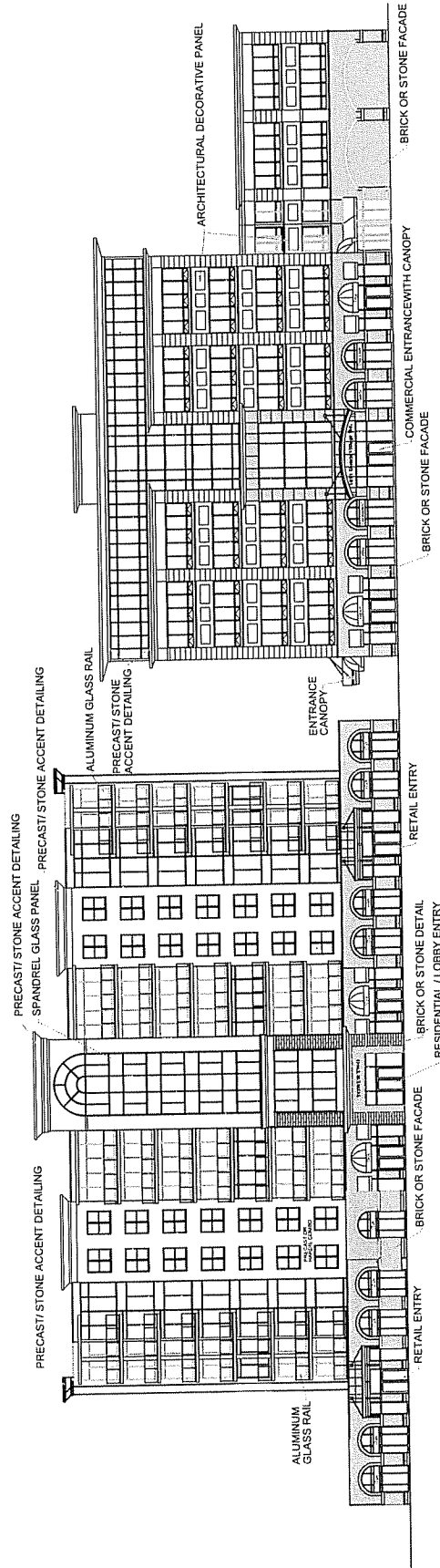
PROPOSED MIXED-USE DEVELOPMENT
3620 DUTCH VILLAGE ROAD
HALIFAX

UNITED GULF DEVELOPMENTS LIMITED

380 Bedford Highway
Halifax, Nova Scotia
Canada B3M 2L6
Tel: (902) 493-3070
Fax: (902) 493-1765

SCHEDULE F

(ALL UNDEPICTED ELEVATIONS TO HAVE SIMILAR FINISHES)



PROPOSED MIXED-USE DEVELOPMENT
3620 DUTCH VILLAGE ROAD
HALIFAX

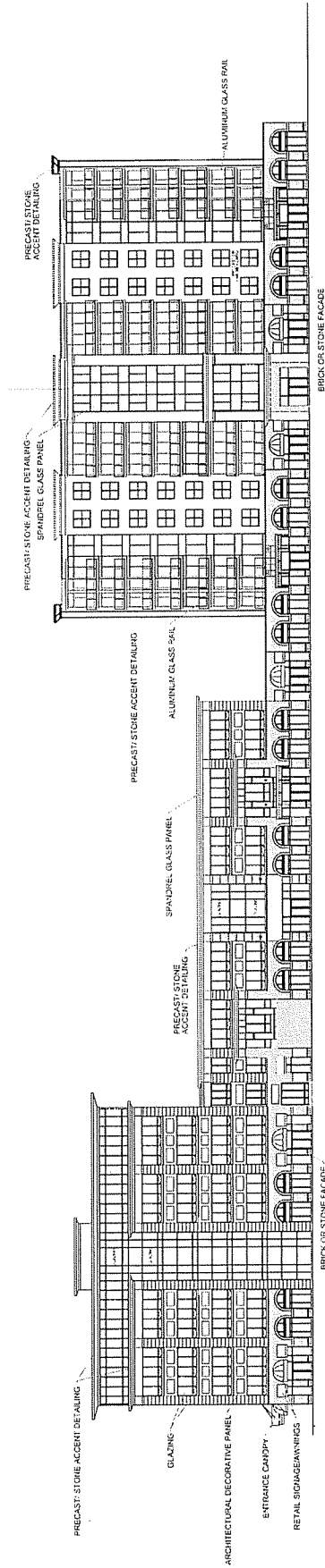
EAST ELEVATION

Plan No. 01254-005

UNITED GULF DEVELOPMENTS LIMITED

240 Bedford Highway
Halifax, Nova Scotia
Canada B3M 2L4
Tel: (902) 453-1070
Fax: (902) 452-1752

(ACTUAL GROUND FLOOR FACADE WILL DEPEND ON ACTUAL USES AND WILL BE DETERMINED DURING DETAILED DESIGN STAGE BUT WILL HAVE SIMILAR FINISHES AND DETAILS AS THE REST OF THE BUILDING)



PROPOSED MIXED-USE DEVELOPMENT
3620 DUTCH VILLAGE ROAD
HALIFAX

UNITED GULF DEVELOPMENT'S LIMITED

330 Bedford Highway
Halifax, Nova Scotia
Canada B3M 2L4
Tel: (902) 442-0070
Fax: (902) 526-1752

NORTH SIDE ELEVATION
Plan No. 01254-006

SCHEDULE G

SCHEDULE H

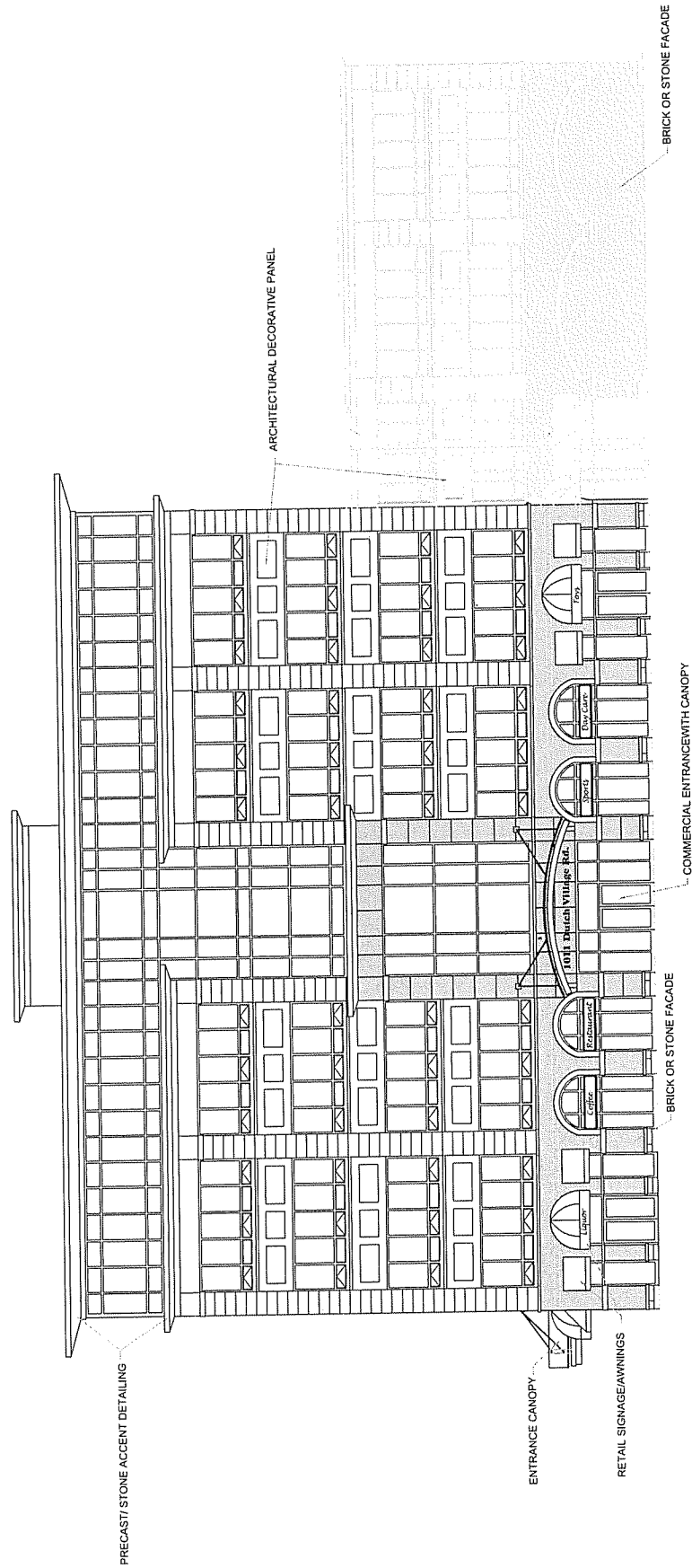


330 Boston Highway
Holt, Mass 01530
Cordell Rye, Ltd.
Tel: (617) 492-1743
F: (617) 492-1744

Plan No. 01254-007

(ALL UNDEPICTED ELEVATIONS TO HAVE SIMILAR FINISHES)

BUILDING A



PROPOSED MIXED-USE DEVELOPMENT

3620 DUTCH VILLAGE ROAD

HALIFAX

BUILDING A
OFFICE BUILDING

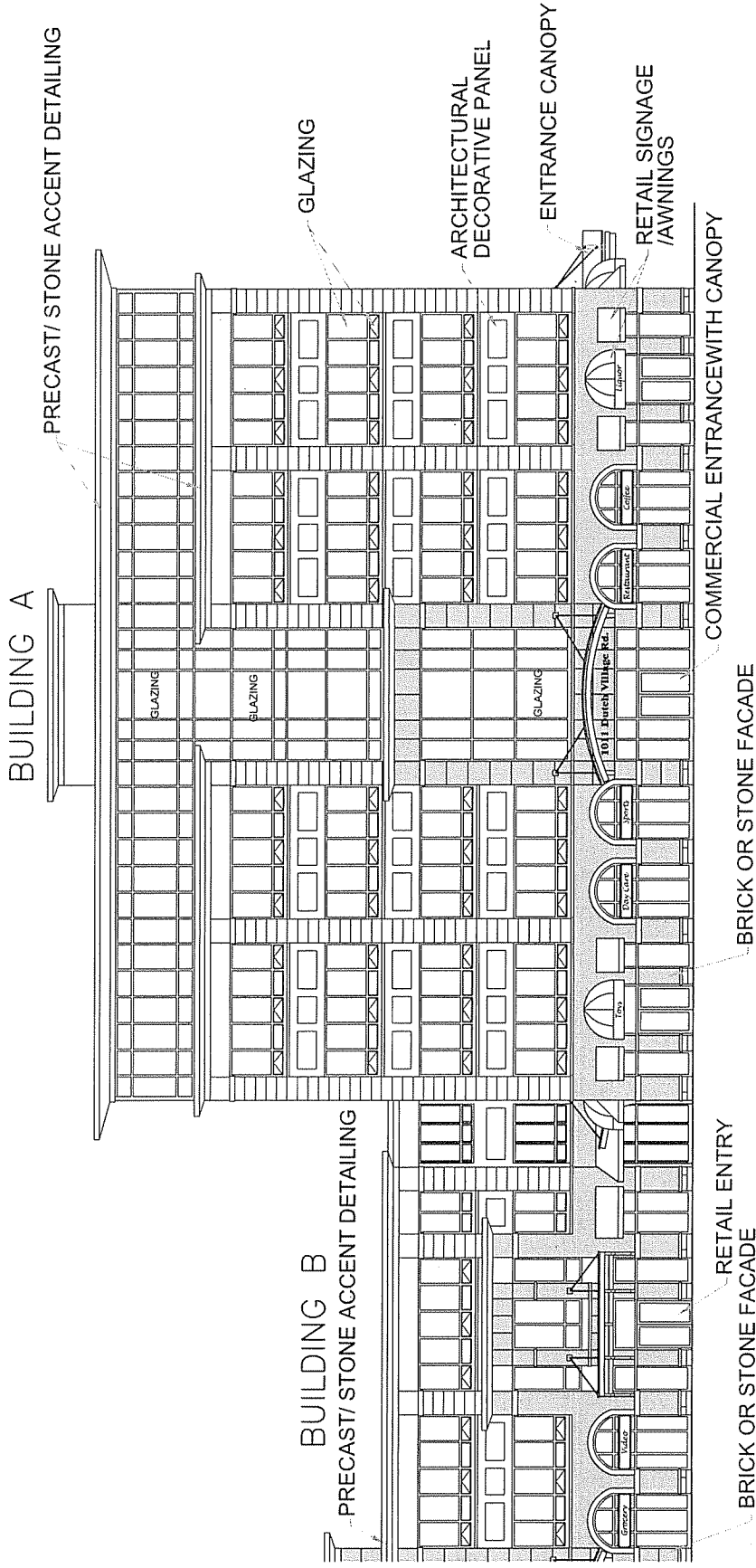
DUTCH VILLAGE ROAD ELEVATION

Plan No. 01254-008

UNITED GULF DEVELOPMENTS LIMITED

250 Bedford Highway
Bedford, Nova Scotia
B3C 2S4
Tel: (902) 433-3070
Fax: (902) 432-1752

(ALL UNDEPICTED ELEVATIONS TO HAVE SIMILAR FINISHES)



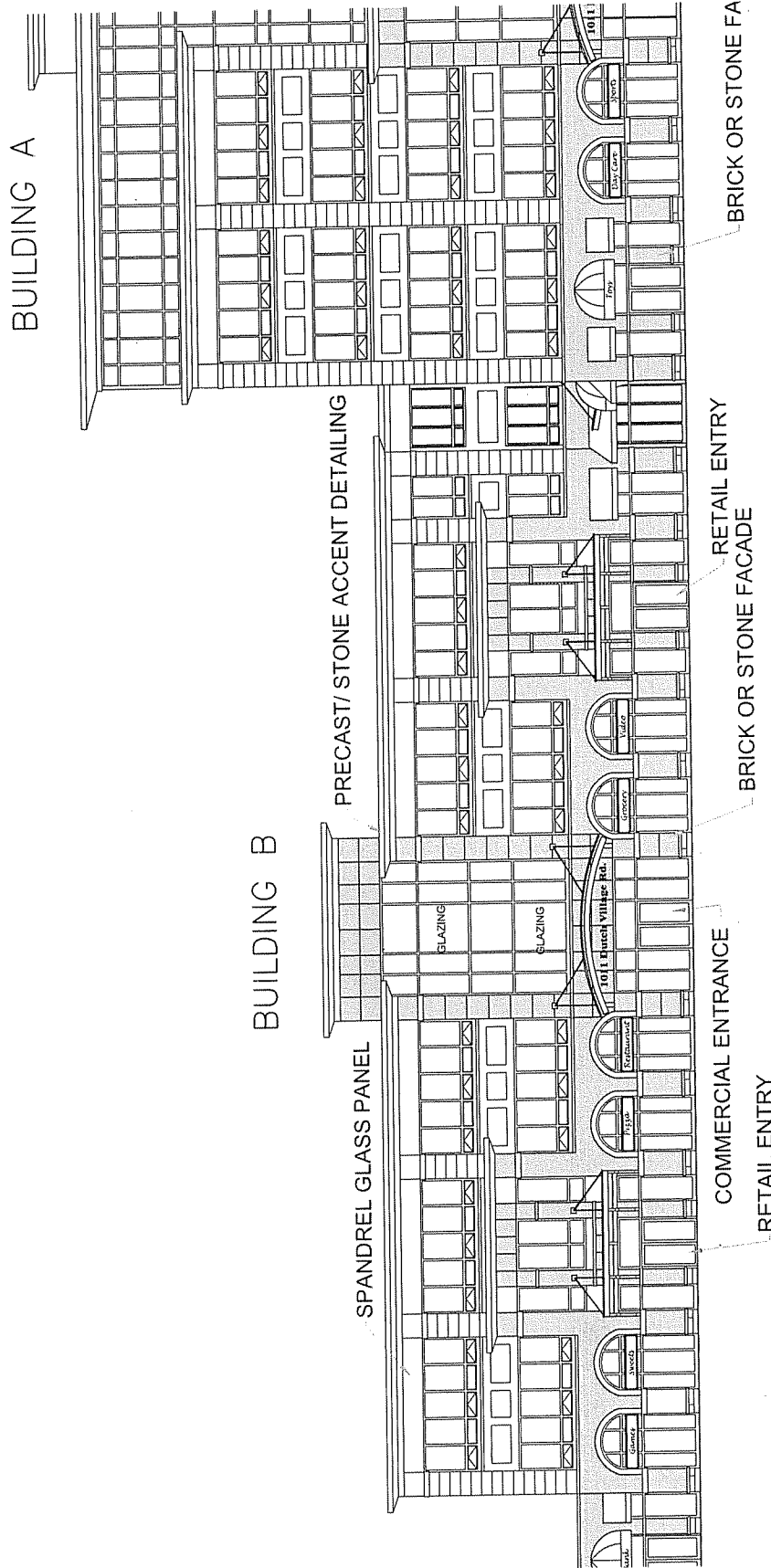
PROPOSED MIXED-USE DEVELOPMENT
3620 DUTCH VILLAGE ROAD
HALIFAX

BUILDING A
OFFICE BUILDING
COURTYARD ELEVATION

UNITED GULF DEVELOPMENTS LIMITED
230 Bedford Highway
Halifax, Nova Scotia
Canada B3H 2L4
Tel: (902) 493-3070
Fax: (902) 832-1762

Plan No. 01254-009

(ALL UNDEPICTED ELEVATIONS TO HAVE SIMILAR FINISHES)



BUILDING B
COMMERCIAL LOW RISE
COURTYARD ELEVATION

PROPOSED MIXED-USE DEVELOPMENT
3620 DUTCH VILLAGE ROAD
HALIFAX

UNITED GULF DEVELOPMENTS LIMITED

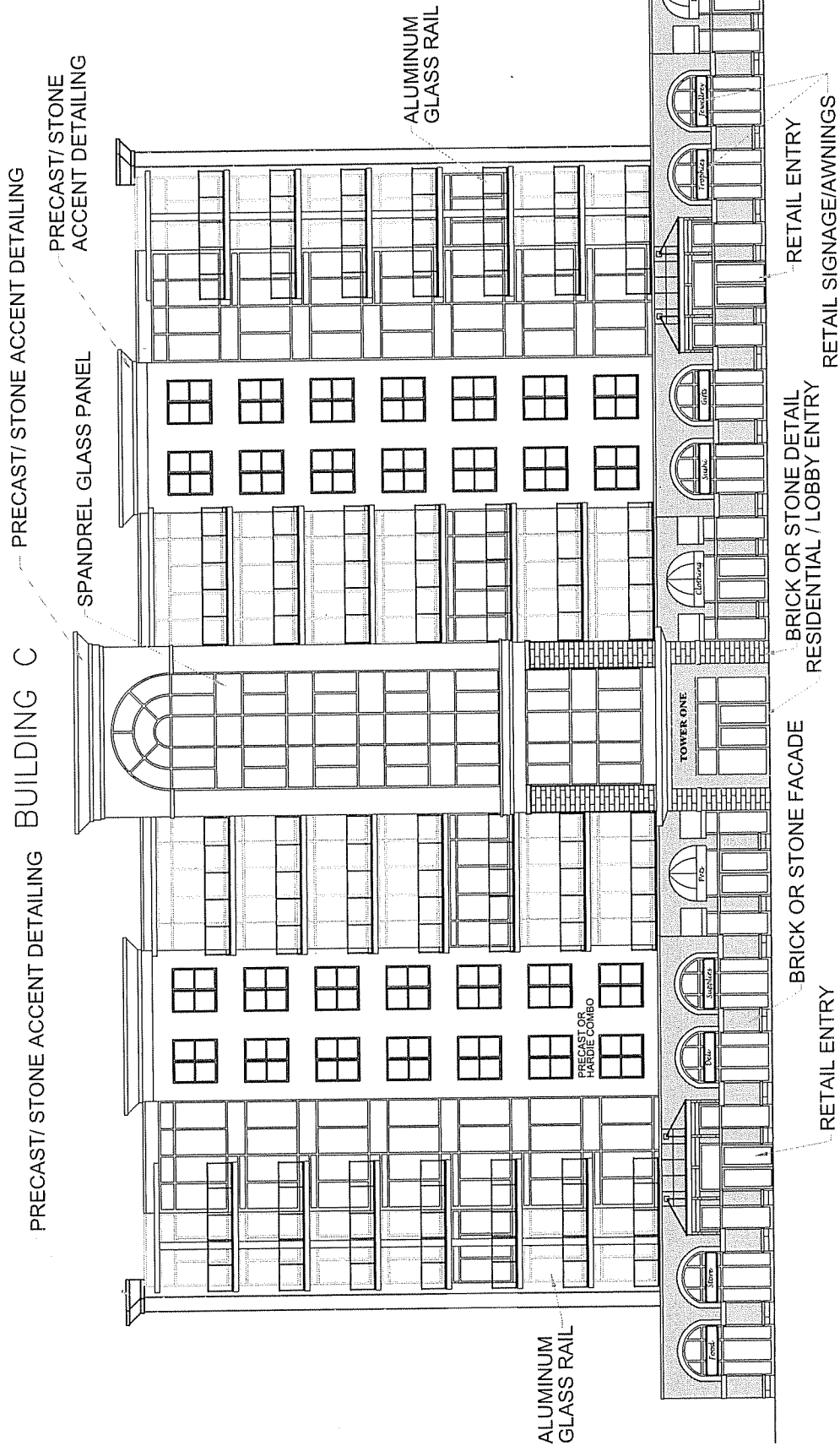
101 Bedford Highway
Halifax, Nova Scotia
Canada B3M 2L4
Tel: (902) 443-8070
Fax: (902) 443-1122

Plan No. 01254-010

SCHEDULE K

SCHEDULE L

(ALL UNDEPICTED ELEVATIONS TO HAVE SIMILAR FINISHES)



BUILDING C
TOWER 1
FRONT ELEVATION

PROPOSED MIXED-USE DEVELOPMENT
3620 DUTCH VILLAGE ROAD
HALIFAX

UNITED GULF DEVELOPMENTS LIMITED

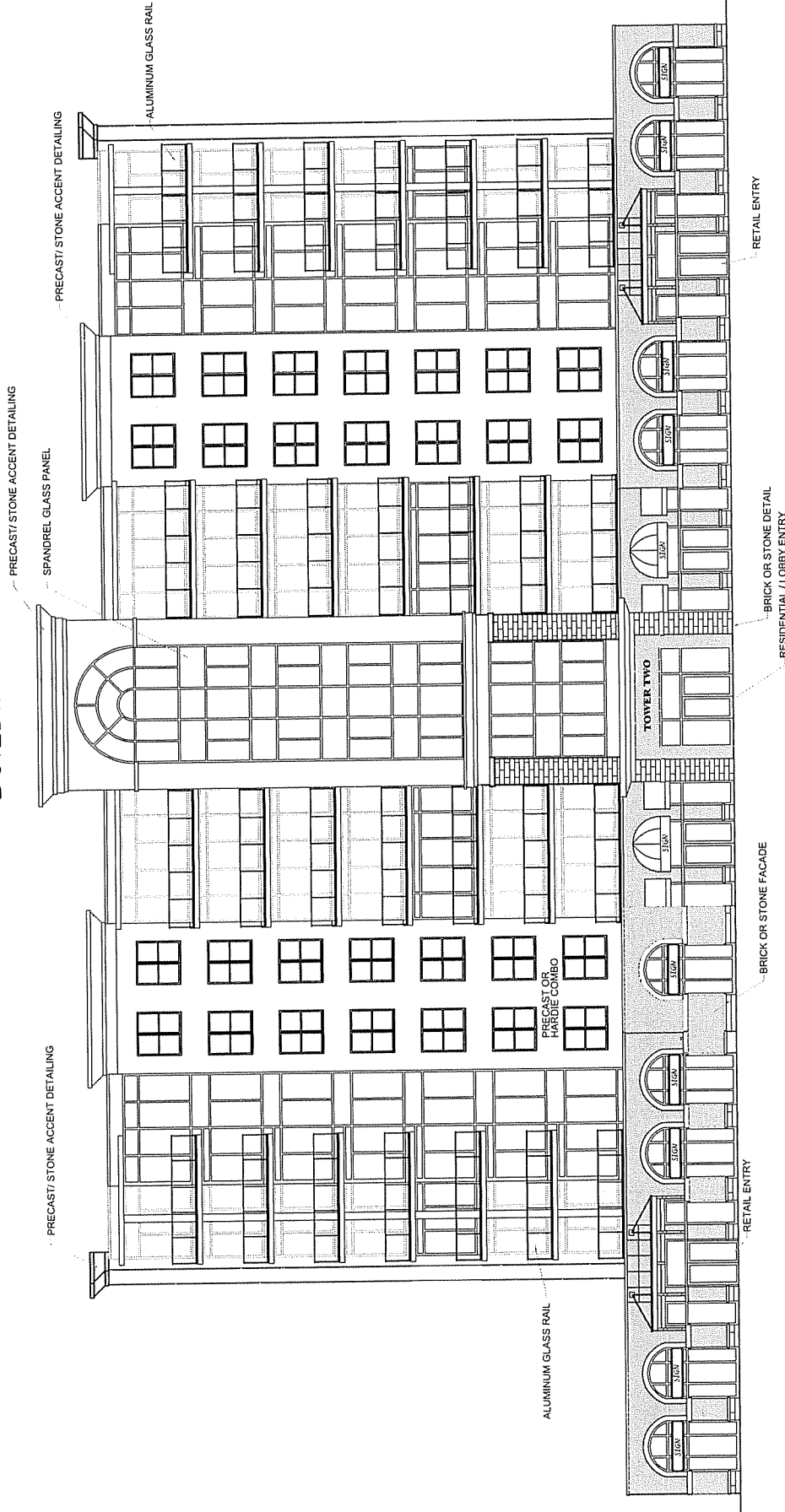
330 Bedford Highway
Halifax, Nova Scotia
Canada B3M 2L4
Tel: (902) 493-1070
Fax: (902) 532-1752

Plan No. 01254-011

SCHEDULE M

(ALL UNDEPICTED ELEVATIONS TO HAVE SIMILAR FINISHES)

BUILDING D



PROPOSED MIXED-USE DEVELOPMENT 3620 DUTCH VILLAGE ROAD HALIFAX

BUILDING D TOWER 2 FRONT ELEVATION

UNITED GULF DEVELOPMENTS LIMITED

250 Beaulieu Highway
Halifax, Nova Scotia
Canada B3M 2L4
Tel: (902) 491-0370
Fax: (902) 491-1750

Plan No. 01254-012