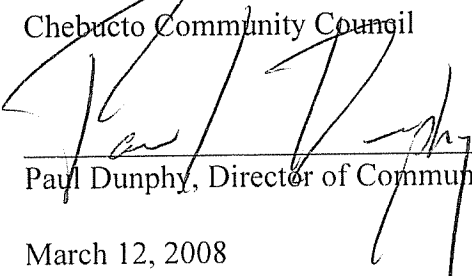




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Chebucto Community Council
April 6, 2009

To: Chebucto Community Council

Submitted by: 
Paul Dunphy, Director of Community Development

Date: March 12, 2008

Subject: **Case 01115: Stage II, Phase 4 Development Agreement - Mount Royale Residential Development - Regency Park Drive, Halifax**

ORIGIN

Application by Byblos Development Group for a Stage II Development Agreement to permit four multiple unit apartment buildings, 19 townhouse units and one Residential/Commercial building.

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. Approve the proposed Stage II Development Agreement for Phase 4 of the Mount Royale Residential Development on Regency Park Drive, Halifax, presented as Attachment A of this report; and,
2. Require the proposed Stage II Development 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:

- A Stage I Development Agreement was approved by Council on April 4, 2005. This agreement establishes a concept plan for the entire development.
- A Consolidated Stage I Agreement, a Consolidated Stage II, Phase 1 Development Agreement and a Consolidated Stage II, Phases 2 and 3 Development Agreement were all approved by Council on July 8, 2008.
- The second stage (Stage II) requires more detailed plans and development agreements for individual phases of the development. Stage II development agreements are to be consistent with the Stage I agreement.
- A public hearing is not required at Stage II approval.

DISCUSSION:

Phase 4 consists of the following:

- 10 free hold townhouse units in 2 blocks;
- 9 townhouse units on a private driveway in 2 blocks;
- Buildings 1, 3 and 4 (MU-1, MU-3 and MU-4) - each building is a 90 unit seven (7) storey, plus 2 levels of parking, residential apartment building;
- Building 2 (MU-2) - this building is a 82 unit seven (7) storey, plus 2 levels of parking, residential apartment building; and
- Building 8 (MU-8) - a 73 unit, eleven (11) storey, plus 1 level of underground parking, residential apartment building with 32,553 square feet (3,024 m²) of commercial/office uses on the first 2 floors.

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

- **Building Design:** The building elevations for the four multiple unit residential buildings and the mixed use building are attached as Schedules to the development agreement and the elevations specify the building materials to be used. Mechanical equipment has been required to be screened and exposed foundation and garage walls are to have a finished treatment. To provide for some flexibility in interior layout, a maximum 10% increase or decrease in the number of units in a building has been allowed provided that the overall density does not exceed the maximum allowed. Typical building elevations for a townhouse block are attached as Schedules to the development agreement and the elevations specify the building materials to be used.
- **LUB Conformance:** The freehold townhouses are required to adhere to the requirements of the R-2T Zone of Mainland Halifax. The townhouses sharing a private driveway are to be developed as identified in the Schedules and subdivision into individual units is not allowed. Minor encroachments into the building setbacks have been allowed for such things as decks, steps or porches. Buildings 1 to 4 and 8 have been given relief in the Development Agreement

from the R-4 (Multiple Dwelling) Zone requirements for density, angle controls, open space and landscape open space as identified in Attachments B to F inclusive.

- **Parking:** Ample parking has been provided for all components of this phase of development. Buildings 1 to 4 each have two levels of enclosed parking and provide a total of 115 spaces. Building 8 has one level of enclosed parking with a parking podium providing a total of 204 spaces. Each townhouse unit will have a garage and a driveway for parking.
- **Streets and Municipal Services:** An adequate street network and full servicing is being provided. All necessary easements are being provided. Allowance for the provision of services for extension of Regency Park Drive to the boundary of the Developer's property has been provided.
- **Landscaping:** Landscape Plans have been provided and are attached as Schedules to the development agreement for the four apartment buildings, the multi-use building and the townhouses on a private driveway.
- **Radio Frequency Emission Issues:** Through the Stage II Development Agreement review, a qualified Radio Frequency consultant analyzed the RF situation and confirmed that the requirements of the Stage I Development Agreement related to Safety Code 6 limits, Line of sight requirements, Ghosting on TV services and RF Overload issues will be fully met.
- **Independent Living Facilities:** The Developer has requested that the DA include the ability to develop the multiple unit buildings as Independent Living Facilities which are to be marketed to seniors or persons with special needs. This use would require the building to include a common dining area with an associated kitchen, administration and office areas, management and staff areas and common amenity areas. In each building, this use may include an exercise room, recreation and games room, activity and craft room, private library, café area, common sitting areas and similar facilities for the use of the residents of the building only. Services could be made available, such as meal preparation, housekeeping, shuttle services, personal services and similar amenities, which relate to a convenient living environment for the building residents. A provision has been made in the development agreement to allow Buildings 1 to 4 to be used for this purpose.

Staff believe that the proposal meets the requirements set out in the Consolidated Stage I Development Agreement subject to the terms and conditions of the Stage II Development Agreement attached to this report.

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, 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. Chebucto Community Council could approve the Stage II, Phase 4 Development Agreement as set out in Attachment A. This is the recommended approach.
2. Chebucto Community Council could direct that revisions be made to the draft Agreement. Depending on the extent of changes requested, an additional staff report(s) may be required.
3. Chebucto Community Council may refuse this Development Agreement. This is not recommended as it complies with the policies of the Halifax Municipal Planning Strategy. If Community Council chooses to reject the application, reasons must be given.

ATTACHMENTS

Map 1	Location and Zoning
Attachment A	Proposed Stage II, Phase 4 Development Agreement with Schedules
Attachment B	Building 1 (MU-1) - Project Data Chart (number 01115-0091)
Attachment C	Building 2 (MU-2) - Project Data Chart (number 01115-0092)
Attachment D	Building 3 (MU-3) - Project Data Chart (number 01115-0093)
Attachment E	Building 4 (MU-4) - Project Data Chart (number 01115-0094)
Attachment F	Building 8 (MU-8) - Project Data Chart (number 01115-0099)

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 of Planning Services, 490-6717



Map 1 - Location and Zoning

Mount Royale Subdivision Phase 4

 Subject area

Halifax Mainland By-Law Area

Zone

- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-4 Multiple Dwelling
- K Schedule K
- C-1 Local Business
- I-2 Radio Transmitter

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES

0 100 m


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

THIS AGREEMENT made this day of , 2009,

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 lands located off Regency Park Drive, Halifax, (PID # s 41245242, 41273491 and 41200452) which said lands are more particularly described in Schedule "A" hereto (hereinafter called the "Lands");

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

AND WHEREAS, the Chebucto Community Council approved a Consolidated Stage I Agreement (Municipal Case No. 01173) on July 8, 2008 which said agreement for these Lands is recorded at the Halifax Land Registry as Document Numbers 91253998 and 91254145 (hereinafter is called "the Consolidated Stage I Agreement");

AND WHEREAS, the Developer has requested that the Municipality enter into a Stage II Development Agreement to allow the construction of Phase 4 of the Mount Royale Residential Development;

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

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on 2009, referenced as Municipal Case Number 01115;

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 Regional Subdivision By-law.

1.3 Applicability of Other Bylaws, 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 or Federal Government and the Developer and 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.
- 1.4.3 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, regulations, by-laws 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.

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 Phase 4 of the Mount Royale subdivision (PID # s 41245242, 41273491 and 41200452), in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules B to T inclusive attached to this agreement and the plans No. 01115-0011 to 01115-0014 inclusive, 01115-0052, 01115-0055 to 01115-0058 inclusive, 01115-0071, 01115-0084 to 01115-0088 inclusive, 01115-0090 and 01115-0095 to 01115-0097 inclusive filed in the Halifax Regional Municipality as Case Number 01115.

2.1.2 The Schedules to this Agreement are:

Schedule A	Legal Descriptions for Phase 4, Mount Royale Residential Development, Main Avenue, Halifax
Schedule B	Site Plan Buildings 1 to 4 (MU-1 to MU-4) numbered 01115-0052
Schedule C	Site Plan Building 8 numbered 01115-0071
Schedule D	Site Plan Townhouses numbered 01115-0088
Schedule E	Density Calculation Sheet numbered 01115-0090
Schedule F	Townhouse Typical Block Front Elevation numbered 01115-0011
Schedule G	Townhouse Typical Block Right Side Elevation numbered 01115-0012
Schedule H	Townhouse Typical Block Rear Elevation numbered 01115-0013
Schedule I	Townhouse Typical Block Left Side Elevation numbered 01115-0014
Schedule J	Buildings 1 to 4 (MU-1 to MU-4) - Typical Elevation 1 numbered 01115-0055
Schedule K	Buildings 1 to 4 (MU-1 to MU-4) - Typical Elevation 2 numbered 01115-0056
Schedule L	Buildings 1 to 4 (MU-1 to MU-4) - Typical Elevation 3 numbered 01115-0057
Schedule M	Buildings 1 to 4 (MU-1 to MU-4) - Typical Elevation 4 numbered 01115-0058
Schedule N	Building 8 (MU-8) - East Elevation numbered 01115-0084
Schedule O	Building 8 (MU-8) - North Elevation numbered 01115-0085
Schedule P	Building 8 (MU-8) - South Elevation numbered 01115-0086
Schedule Q	Building 8 (MU-8) - West Elevation numbered 01115-0087
Schedule R	Planting Plan Buildings 1 to 4 (MU-1 to MU-4) numbered 01115-0095
Schedule S	Planting Plan Building 8 (MU-8) numbered 01115-0096
Schedule T	Planting Plan Townhouses on Private Driveway numbered 01115-0097

2.2 Requirements Prior to Approval

- 2.2.1 Prior to the issuance of any municipal permits for Buildings 1, 2, 3, 4 and 8 (MU-1, MU-2, MU-3, MU-4 and MU-8) the Developer shall follow the MICI (Multi-unit/Industrial/Commercial/ Institutional) process for each of these buildings.
- 2.2.2 Prior to the issuance of an 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 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) Building 1 (MU-1) - a 7 storey, 90 unit multiple residential apartment building with two levels of enclosed parking above grade;
- (b) Building 2 (MU-2) - a 7 storey, 82 unit multiple residential apartment building with two levels of enclosed parking above grade;
- (c) Building 3 (MU-3) - a 7 storey, 90 unit multiple residential apartment building with two levels of enclosed parking above grade;
- (d) Building 4 (MU-4) - a 7 storey, 90 unit multiple residential apartment building with two levels of enclosed parking above grade;
- (e) Building 8 (MU-8) - an 11 storey mixed use building with 73 residential units, 2 levels of retail commercial and office with one level of underground parking and a parking podium;
- (f) 19 townhouse units, 10 of which are townhouses intended to be subdivided into individual lots, numbered 10 to 19 inclusive located in two blocks of five units each, and the remaining 9 units, numbered 1 to 9 inclusive being developed on a single private driveway with 1 six-unit block and 1 three-unit block;
- (g) Private open space, landscape areas, signage and walkways;
- (h) Vehicular parking, loading and circulation areas;
- (i) Public street network and associated infrastructure; and
- (j) Temporary accessory uses to the foregoing, including a sales office and construction trailer.

2.3.2 Notwithstanding the foregoing, Buildings 1, 2, 3 and 4 (MU-1, MU-2, MU-3 and MU-4) may be used as Independent Living Facilities which are to be marketed to seniors or persons with special needs. This use shall include a common dining area with an associated kitchen, administration and office area(s), management and staff area(s) and common amenity areas within each building. In each building, this use may include an exercise room, recreation and games room, activity and craft room, private library, café area, common sitting area(s) and similar facilities for the use of the residents of the building only. Services such as meal preparation, housekeeping, shuttle services, personal services and similar amenities which relate to a convenient living environment for the building(s) residents shall be allowed. Individual units shall be allowed full or partial kitchens.

- 2.3.3 Building 8 (MU-8), as per Section 2.2.2 (d) of the Stage I Development Agreement, shall be allowed a maximum of 36,000 sq. ft. (3,345 m²) gross floor area of commercial uses in accordance with the Minor Commercial (C-2A) Zone of the Halifax Mainland Land Use By-law.
- 2.3.4 A density calculation sheet based on Sections 2.2.7 and 2.2.8 of the Stage I Development Agreement, as amended, shall be provided with each multiple unit or mixed use building permit application. The sheet shall track the overall density for all of the buildings which have received building permits previously within this project in order to verify that the overall maximum density 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.
- 2.3.5 The number of units in the multiple residential buildings may be increased or decreased by a maximum of 10% from the numbers specified herein and as shown on Schedule E provided that the overall density does not exceed the maximum allowed.

2.4 Phasing

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

2.5 Detailed Provisions for Land Use

- 2.5.1 With the exception of townhouses numbered 1 to 9 inclusive, all townhouse dwellings shall meet the requirements of the R-2T Townhouse Zone as described in the Halifax Mainland Land Use By-law. The townhouses on a private driveway numbered 1 to 9 inclusive shall generally comply with Schedules D, F, G, H, I and T.
- 2.5.2 No subdivision of individual townhouse units numbered 1 to 9 inclusive shall be considered. Rather, these units shall be permitted to exist as two buildings on one lot, which are not to be subdivided. The existing tree preservation area on this lot as identified in the Schedules of the Stage I agreement is intended as common amenity space for the residents of townhouse units 1 to 9 inclusive.
- 2.5.3 Notwithstanding Clauses 2.5.1 and 2.5.2, for all townhouse dwellings, the maximum height shall be 26 feet (7.9 metres) measured from the average grade surrounding the building to the building eaves.
- 2.5.4 Notwithstanding Clause 2.5.1, for the townhouse dwellings, a minimum side yard of four feet (1.2 metres) may be permitted on one side of each townhouse block provided that a minimum distance of 12 feet (3.6 metres) is maintained between townhouse blocks. The Developer shall provide adjacent building foundation information at the time of application for development permits to demonstrate that the setback can be met.

- 2.5.5 All Multiple Unit Residential Apartment buildings shall 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.
- 2.5.6 For the purposes of determining permissible density, one bedroom plus den units shall be considered to be a one-bedroom unit.
- 2.5.7 Notwithstanding Clause 2.5.1, the Development Officer may approve unenclosed structures attached to a townhouse building such as covered entryways, steps and mobility disabled ramps, to be located within the minimum front yard.
- 2.5.8 A trailer 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 construction and sales trailer shall be removed from the Lands prior to the issuance of the last occupancy permit.

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 B to T 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, mixed use building and multiple unit buildings, in general accordance with Schedules F to Q inclusive, shall be provided or an acceptable equivalent which, in the written opinion of a certified Architect licensed in the Province of Nova Scotia, 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.
- 2.6.3 The location of the buildings shall be substantively in conformance with Schedules B and C of the Stage I Agreement 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 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 ancillary structures such as decks, fences or steps.

- 2.6.5 All roof mounted mechanical and telecommunication equipment shall be visually integrated into the roof design or screened to be as inconspicuous as possible when viewed from any public street or adjacent residential development. Any mechanical equipment located at grade shall be visually modified to become public art or 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 floor plans and the configuration of internal units for the multiple unit buildings or mixed use building provided the building size is not increased and the overall exterior appearance of the building is generally as shown on the Schedules. Should the use of a building be that of an Independent Living Facility as in section 2.3.2 of this agreement, modifications to the fenestration of the building to accommodate amenities and reduced unit sizes shall be allowed provided that the changes are consistent with the overall design of the building.
- 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 Buildings 1, 3 and 4 (MU-1, MU-3 and MU-4) shall have a minimum of 37 interior bicycle parking spaces and a minimum of 10 outdoor bicycle parking spaces. Building 2 (MU-2) shall have a minimum of 36 interior bicycle parking spaces and a minimum of 9 outdoor bicycle parking spaces.
- 2.6.11 Any exposed foundation in excess of 1 metre and parking garage face shall be architecturally detailed, veneered with stone or brick, stucco, painted, or an equivalent. Building plans must clearly indicate the finished surface treatment.
- 2.6.12 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.
- 2.6.13 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. Amenity space shall include interior or exterior areas of each

site set aside for the exclusive purposes of visual improvement and recreation use and shall include areas of landscaping, exercise rooms, community rooms, party rooms, balconies, landscaped podiums and sundecks. There shall be at least one amenity space within each building that would accommodate the number of residents in the building. Where the use of a multiple unit building is as an Independent Living Facility then additional types of amenities must be provided as identified in Section 2.3.2 of this agreement.

- 2.6.14 On Building 8 (MU-8) the ground floor commercial uses shall have between 50 percent and 75 percent windows, doors or other treatment sufficiently transparent to provide views into the interior of the commercial units in an effort to improve surveillance opportunities. All windows shall be vertical or square in orientation. Windows shall be framed with painted or stained wood, prefinished metal or vinyl.
- 2.6.15 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours.
- 2.6.16 The townhouse site with the private driveway may be maintained and managed by the Developer or a single, legal entity who shall be responsible for services, road maintenance, garbage collection and snow and ice removal.
- 2.6.17 The Developer shall ensure that recycling containers and organic composters (i.e green carts) are not visible from street frontage by the provision of a common waste management area appropriately screened for the shared use of all townhouse dwellings within the private complex. The means by which the Developer shall provide this shall be clearly shown on any Site Plan submitted with the Development Permit Application.
- 2.6.18 In the townhouse blocks, utility meters positioned on the front of the units shall be located as inconspicuously as possible. Central air conditioning units, fuel tanks and exhaust vents shall be located in the side or rear of the townhouse blocks. No accessory buildings shall be permitted.
- 2.6.19 In townhouse blocks, driveways shall be paired with a minimum 4 feet (1.2 metres) wide landscape strip or decorative hard surface material between the driveways as shown on Schedules D and T.
- 2.6.20 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.

- 2.6.21 On the final plan of subdivision and registered on all applicable titles for all free hold townhouse units, the developer shall show easements from the public street such that each individual owner may access the rear of their unit. The lot grading design is to be such that access is possible. Conflicts between the easement location, drainage swale locations, proposed retaining walls and proposed plant material shall be resolved prior to the registration of the easements.

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 B, C and D. 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. All parking areas, driveways, circulation aisles and pathways shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer. Notwithstanding, pathways shall not be finished with asphalt. All parking areas, driveways and circulation aisles on multiple unit residential developments shall be defined by concrete curbing.
- 2.7.2 Notwithstanding Section 2.7.1 above, should the use of a building be that of an Independent Living Facility as in section 2.3.2 of this agreement, vehicle and bicycle parking standards shall be determined based upon the conclusions of a Parking Utilization Study, prepared by a qualified person commissioned by the Developer, which uses for comparison purposes a minimum of 3 similar Canadian facilities, both in size and type, which identifies the parking needs for such a facility including standards for staff, visitors and residents of the facility.
- 2.7.3 The parking areas, driveways and circulation aisles shall comply with the requirements of the Land Use By-law for Mainland Halifax, Bylaw S-300 Respecting Streets, the Municipal Service Systems Guidelines and any other applicable legislation as per Clause 1.3.1 of this Agreement.
- 2.7.4 The Developer agrees to provide bicycle paths a minimum of 4 feet (1.2 metres) wide to Buildings 1, 2, 3 and 4 (MU-1, MU-2, MU-3 and MU-4) from the public street as shown on Schedule B.
- 2.7.5 Buildings 1, 2, 3 and 4 (MU-1, MU-2, MU-3 and MU-4) shall provide a minimum of 110 parking spaces, of which a minimum of 90 are to be located within the underground parking area, within each development. Building 8 (MU-8) shall provide a minimum of 200 parking spaces, of which a minimum of 90 are to be located within the underground parking area. All townhouse units shall have, as a minimum, one parking space.

2.8 Landscaping

- 2.8.1 Landscaping for the multiple unit buildings and the townhouses located on a private driveway shall be provided as a minimum in accordance with the planting plans attached to this agreement as Schedules R, S and T. 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 and sodded areas to the Canadian Nursery Sod Growers' Specifications. 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 written opinion of a Landscape Architect in good standing with the Canadian Society of Landscape Architects, enhance the attractiveness and visual appearance of the Lands.
- 2.8.4 The pedestrian walkways and, where provided, exterior bicycle parking pads within the multiple unit and townhouse developments shall be located as shown on Schedules B, C and D and constructed of concrete in accordance with the applicable HRM specifications. Walkways should be designed to be barrier free where possible. Bicycle racks or stands shall be provided in the locations as specified on the Schedules.
- 2.8.5 All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system with a precast concrete cap or equivalent.
- 2.8.6 Tree Preservation areas for the townhouses apply as per 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 on center. 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.
- 2.8.7 For the multiple unit buildings and townhouses on a private driveway, 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 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 Schedules R, S and T. 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.

2.9 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 and salting and sanding of walkways and driveways.

2.10 Signs

- 2.10.1 No ground sign or entry wall shall obstruct the vision of drivers leaving or entering the roadway or driveways, or detract from the visibility or effectiveness of any traffic sign or control device on public streets.
- 2.10.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office or show room pursuant to Clause 2.5.8 of this Agreement is located on the site. No realtor signs shall be posted within the HRM Right of Way.
- 2.10.3 No mobile, moveable or fluorescent coloured signs or billboards shall be permitted, illuminated or otherwise.
- 2.10.4 The signage for the mixed use building shall comply with the C-2 Zone regulations of the Mainland Halifax Land Use By-law.
- 2.10.5 Except as otherwise specifically provided for above, sign location and size shall comply with the requirements of the Mainland Halifax Land Use Bylaw.

2.11 Streets And Municipal Services

- 2.11.1 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. Any submitted drawings are to match the most recent approved engineering drawings. The engineering drawings should govern unless otherwise approved. Servicing for all proposed buildings must match the most current engineering drawings for subdivision approval.
- 2.11.2 Prior to approval of any subdivision of the Lands in Phase IV, the developer shall provide payment in an acceptable format to HRM in the amount equal to 110% of the estimated cost of the extension of uncompleted primary and secondary services to the western boundary of the Byblos lands, as identified in a cost estimate provided by the Developer and agreed upon by the Development Engineer.
- 2.11.3 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, etc.
- 2.11.4 All secondary electrical, telephone and cable service to all multiple unit residential buildings shall be underground installation.
- 2.11.5 The water distribution system shall conform with all design and construction requirements of Halifax Water.
- 2.11.6 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.
- 2.11.7 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 110 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 Clause 2.8.7 of this agreement has been received. Alternately, landscaping is to be completed in accordance with Clause 2.8.8 of this agreement.

PART 3: AMENDMENTS

3.1 Substantive Amendments

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 *Halifax Regional Municipality Charter*.

3.2 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may only be amended by resolution of Council in accordance with the approval requirements of the *Halifax Regional Municipality Charter*:

- (a) Changes to the exterior architectural appearance of the buildings or the construction materials of the buildings or the design, layout and positioning of the buildings beyond the provisions of Section 2.6 of this agreement;
- (b) Changes to the landscaping measures beyond the provisions of Section 2.8 of this agreement;
- (c) Changes to the open space size, location or configuration beyond the provisions of clause 2.1.1 of this agreement;
- (d) The granting of an extension to the date of commencement of construction as identified in Section 4.4 of this agreement; and
- (e) 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 Registration

A copy of this Agreement and every amendment and 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.

4.2 Subsequent Owners

- 4.2.1 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 is the subject of this Agreement until this Agreement is discharged by Council.
- 4.2.2 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).

4.3 Commencement of Development

- 4.3.1 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 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.
- 4.3.2 For the purpose of this section, commencement of development shall mean installation of the footings or foundation for at least one of the proposed buildings or the issuance of a Construction Permit.
- 4.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 3.2, 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.

4.4 Completion of Development

- 4.4.1 If the Developer fails to complete Phase 4 of the development after ten (10) years from the date of registration of this Agreement at the 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.
- 4.4.2 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 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 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.

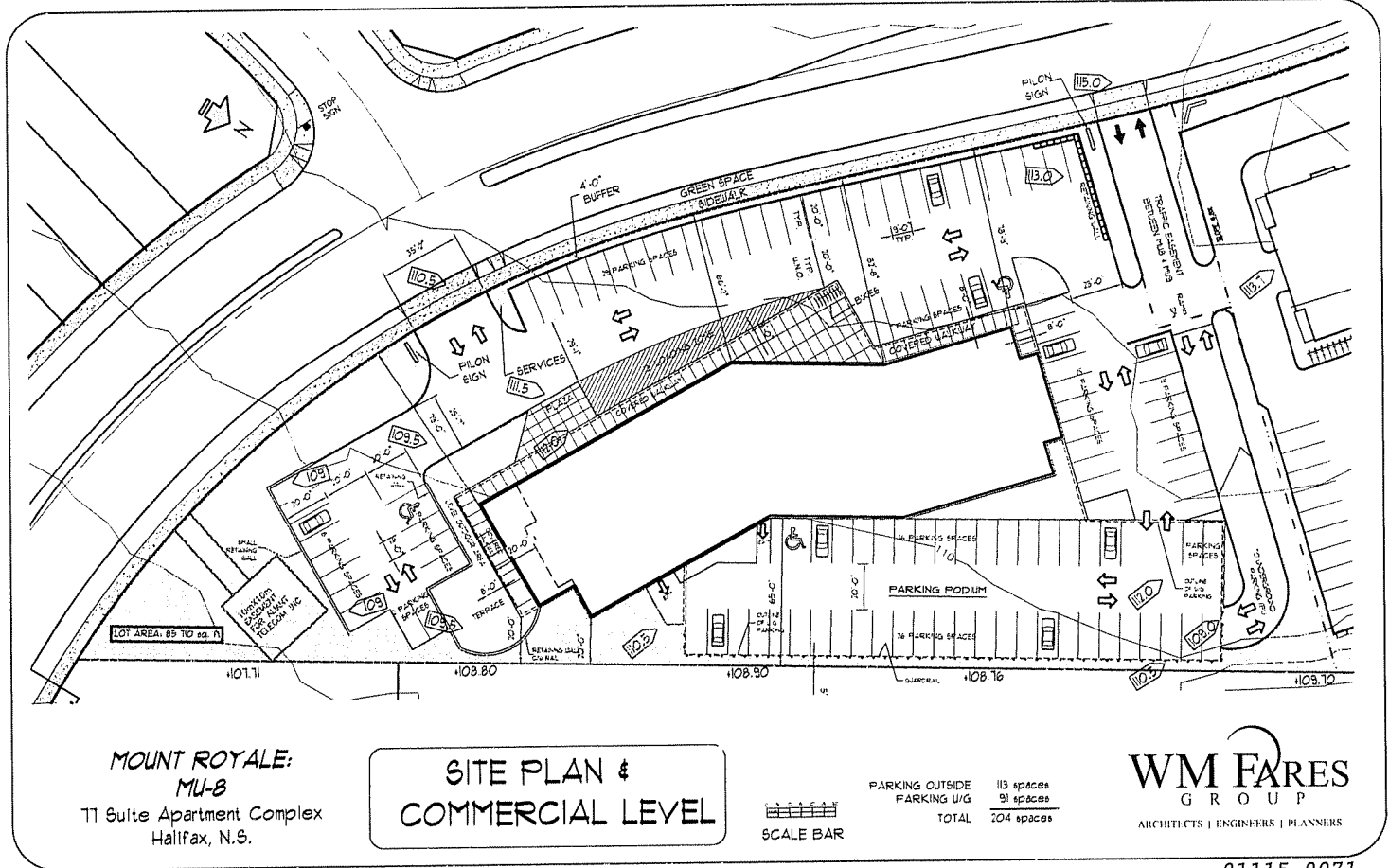
5.2 Failure to Comply

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:

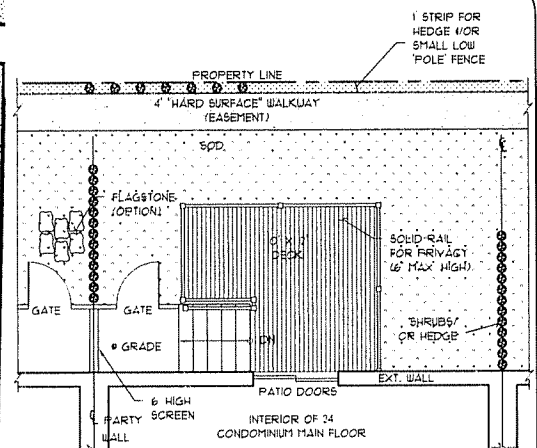
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the 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; and
- (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 Stage II Development Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2009.

SIGNED, SEALED AND DELIVERED)	<u>BYBLOS DEVELOPMENT GROUP</u>
in the presence of)	
)	
per: _____)	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



SCHEDULE D



TYP. REAR DECK
SCALE 3/16" = 1'-0"

MOUNT ROYALE:
Halifax, N.S.

SITE PLAN
SCALE 1" = 40'-0"

WM FARES
GROUP
ARCHITECTS | ENGINEERS | PLANNERS

01115-0088

**MOUNT ROYALE SUBDIVISION
DENSITY CHART**

2/6/2009

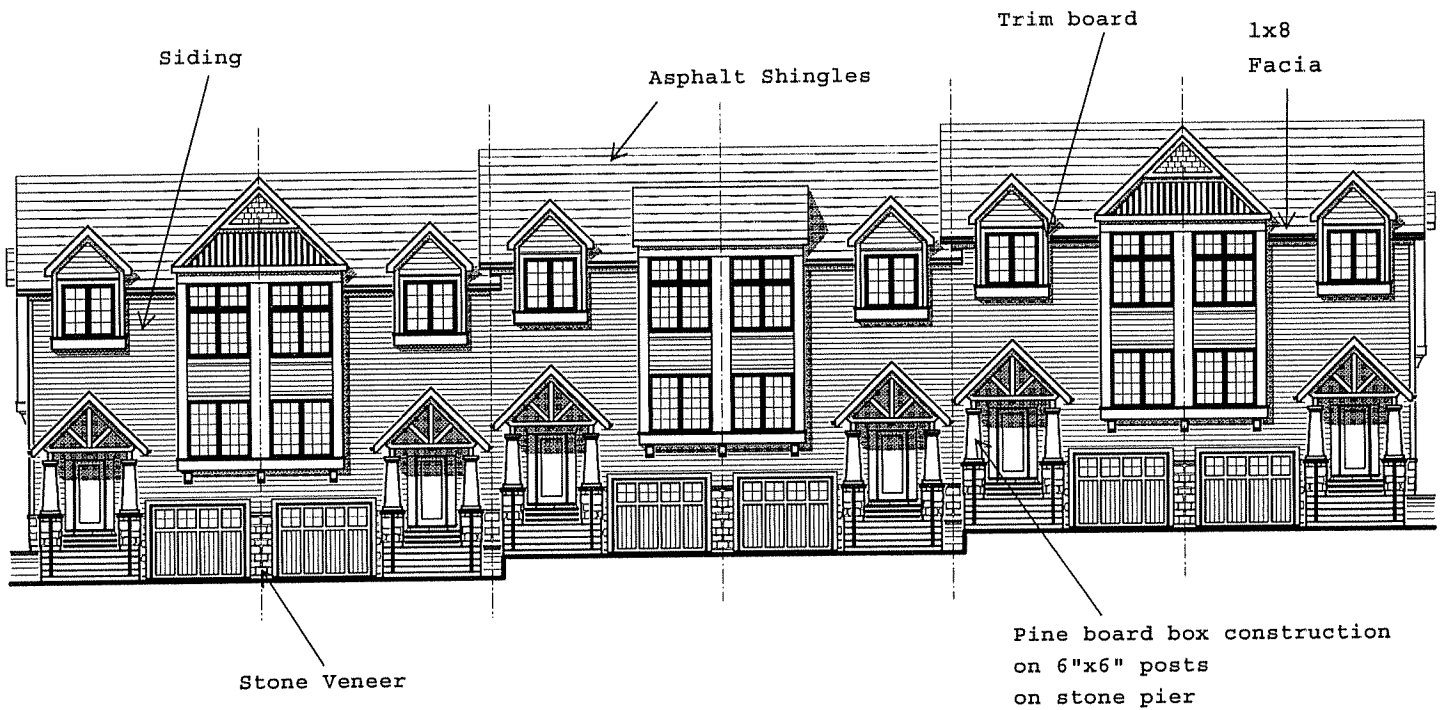
SCHEDULE: E

Lot #	Use	Proposed # of Units	Unit Type	Project Density
1	Multi Unit Residential	90	2-BDR	202.50
2	Multi Unit Residential	82	2-BDR	184.50
3	Multi Unit Residential	90	2-BDR	202.50
4	Multi Unit Residential	90	2-BDR	202.50
5	Multi Unit Residential	82	5-1BDR + 77-2-BDR	183.25
6	Multi Unit Residential	100	42-BC + 30-2BDR + 28-3BDR	172.50
7	Multi Unit Residential	91	10-1BDR + 81-2-BDR	202.25
8	Commercial / Residential	73	73 2-BDR	164.25
9	Multi Unit Residential	133	23-1BDR + 110-2-BDR	293.50
10	Multi Unit Residential	96	14-BC + 82-2-BD	198.50
10	Church			6.67
	Single Family Dwellings	100		335.00
	Semi Detached Dwellings	20		67.00
	Town Houses	69		231.15
	TOTAL			2,646.07
Total Land Area		67.68 acres		
Project Density : # of People / Total Area				
	: 2646.07/ 67.68			
	: 39 people per acre			

01115-0090

TOWN HOUSES - FRONT ELEVATION

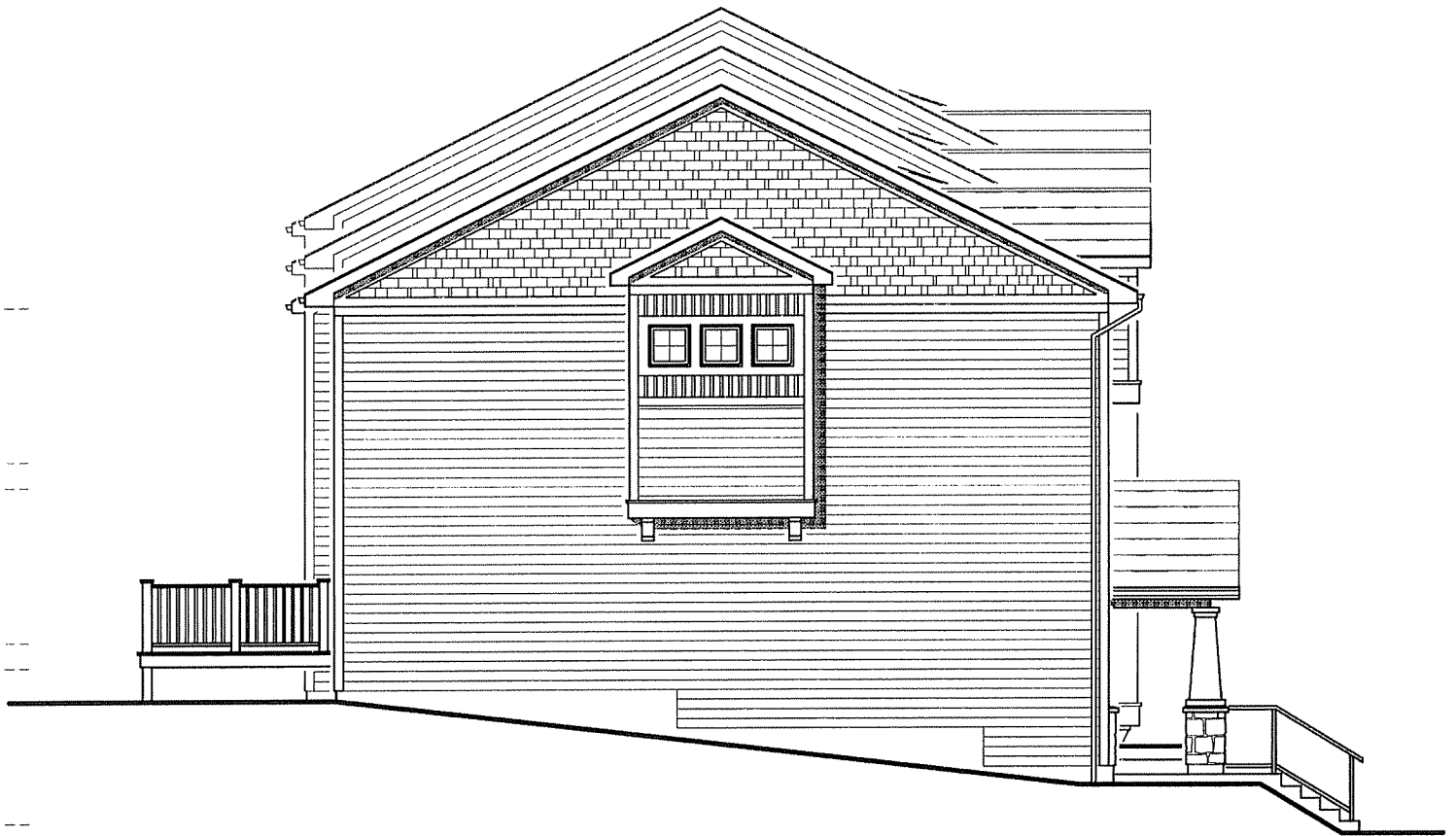
SCHEDULE F



01115-0011

TOWN HOUSES - RIGHT SIDE ELEVATION

SCHEDULE G



01115-0012

TOWN HOUSES - REAR ELEVATION

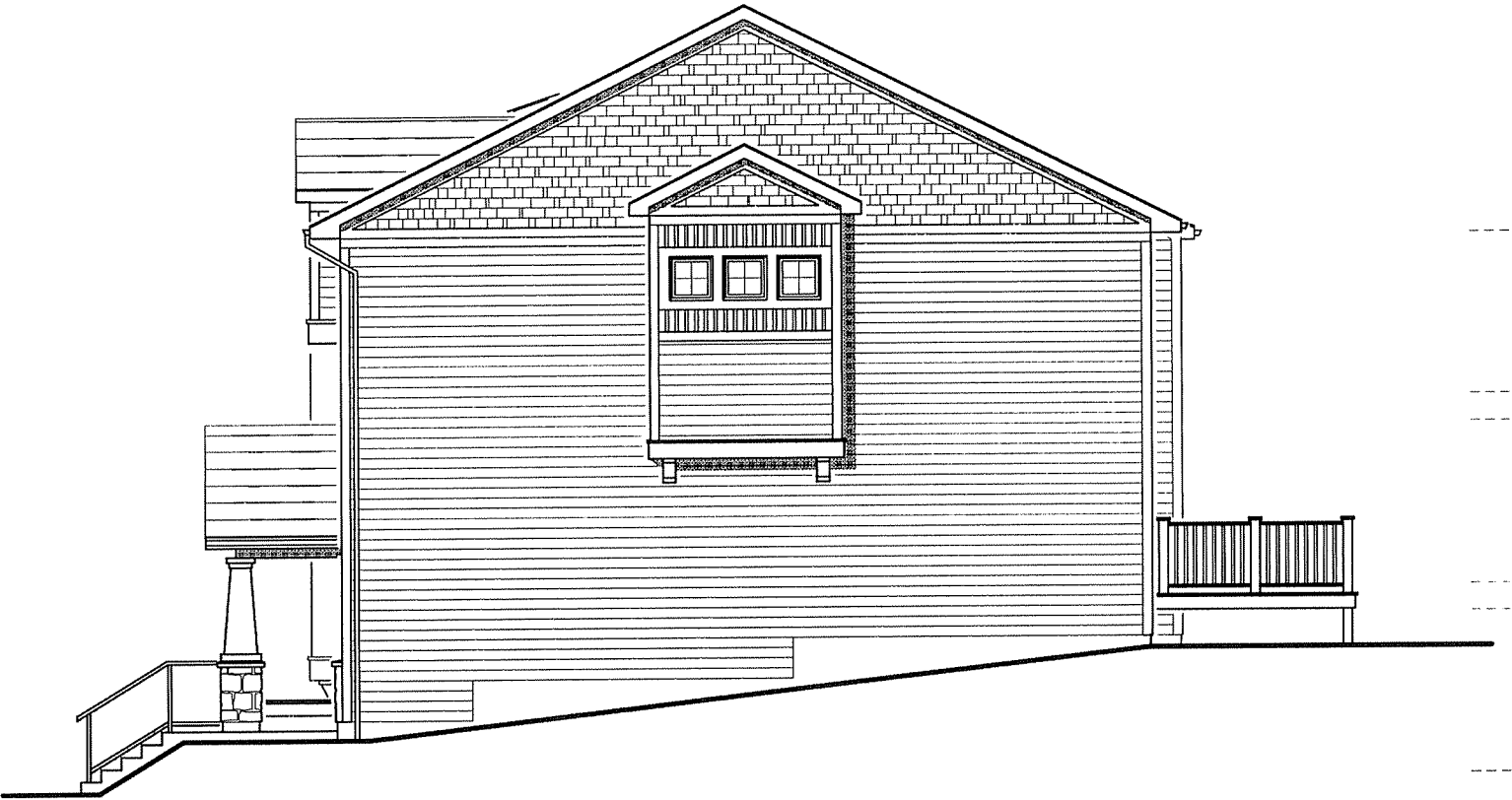
SCHEDULE H



01115-0013

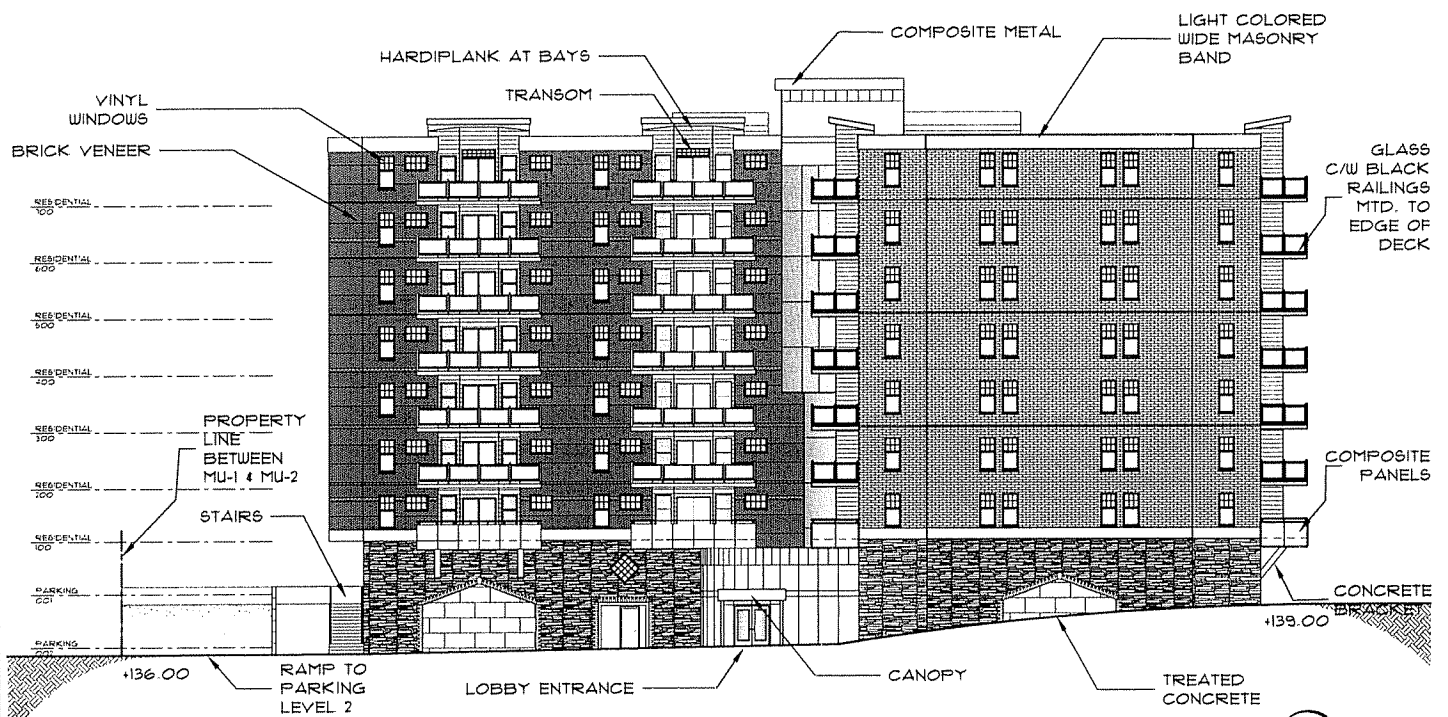
TOWN HOUSES - LEFT SIDE ELEVATION

SCHEDULE I



01115-0014

SCHEDULE: J



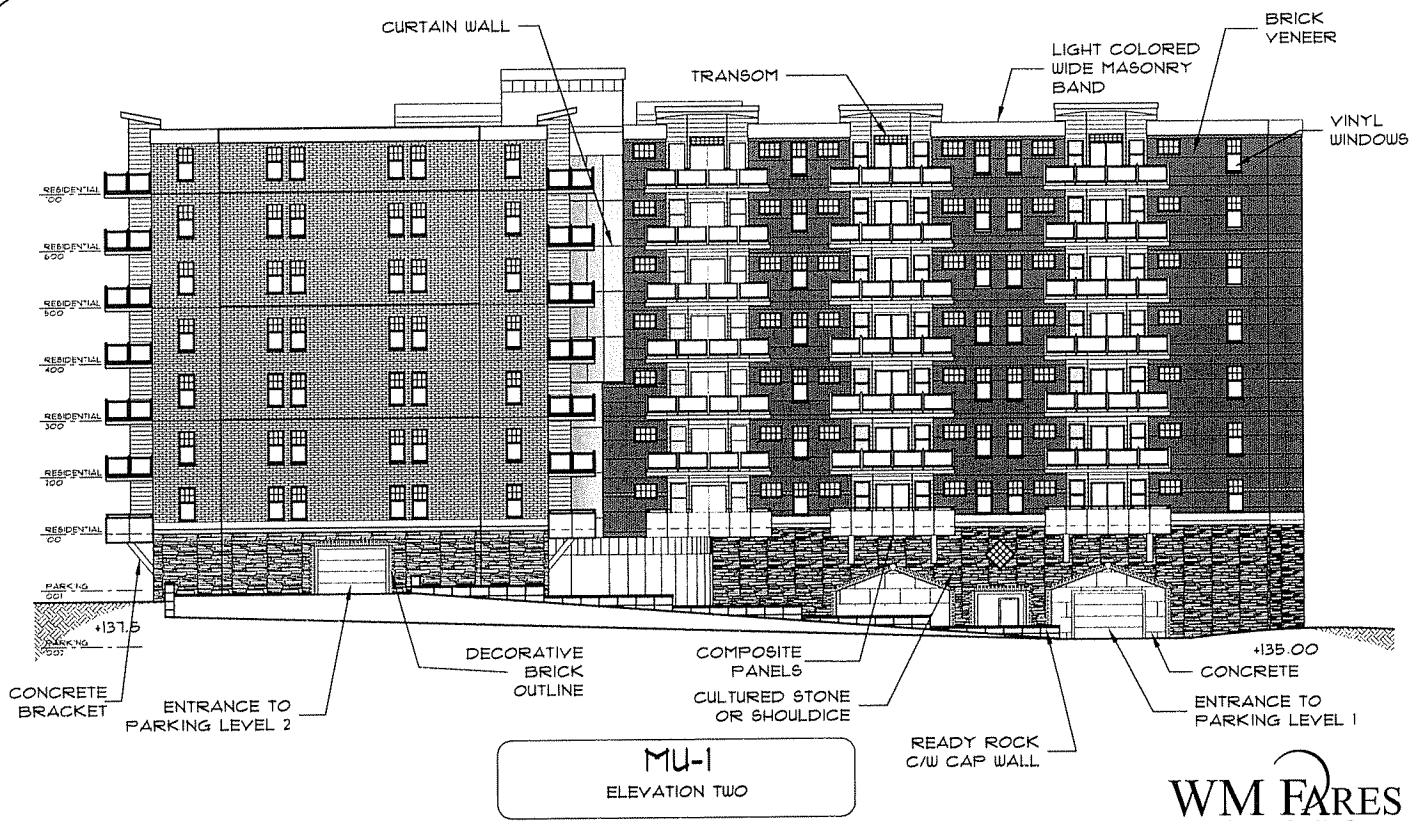
SCALE 1/16"=1'-0"

MU-1
ELEVATION ONE

WM FARES
GROUP
ARCHITECTS | ENGINEERS | PLANNERS

01115-0055

SCHEDULE: K

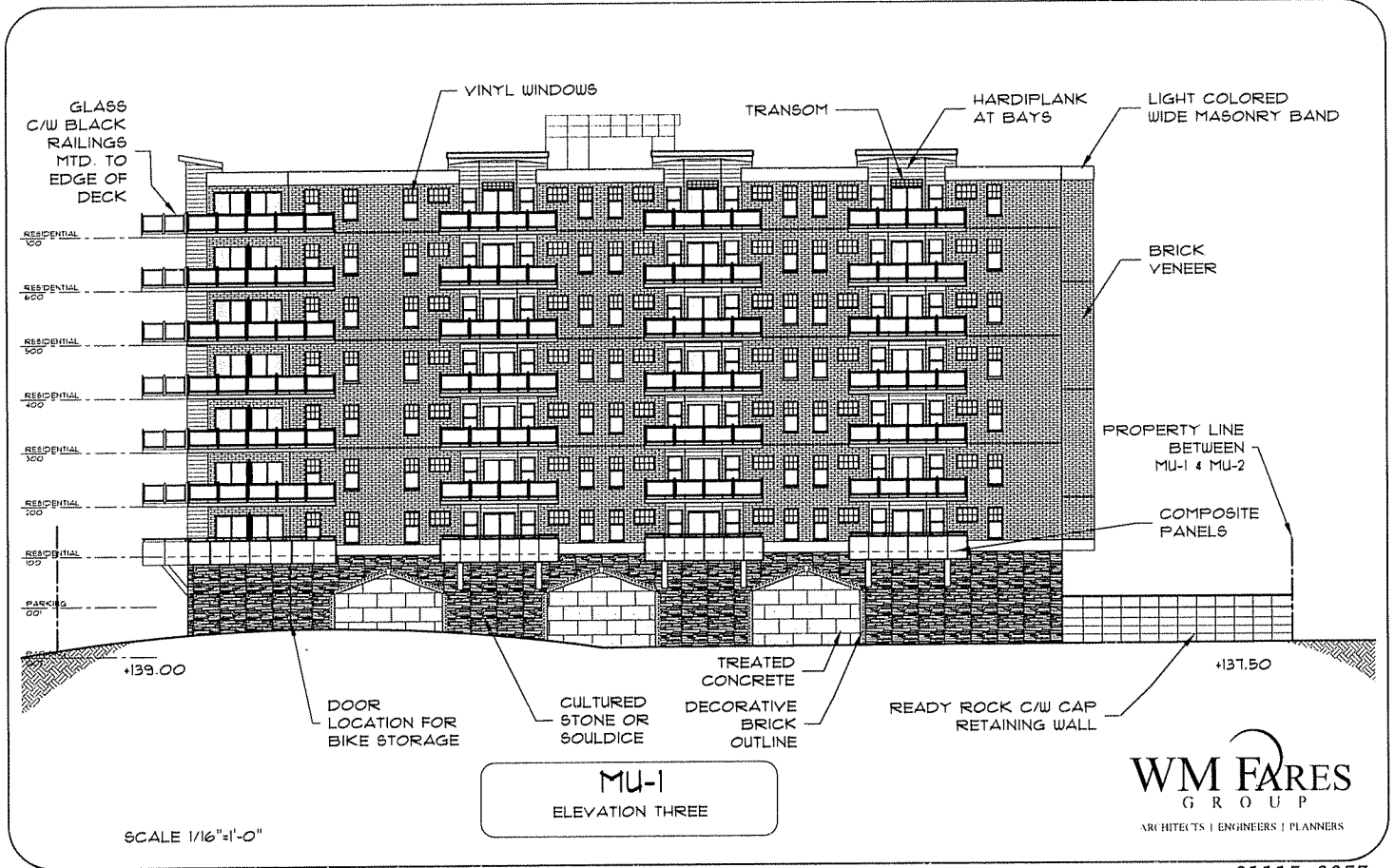


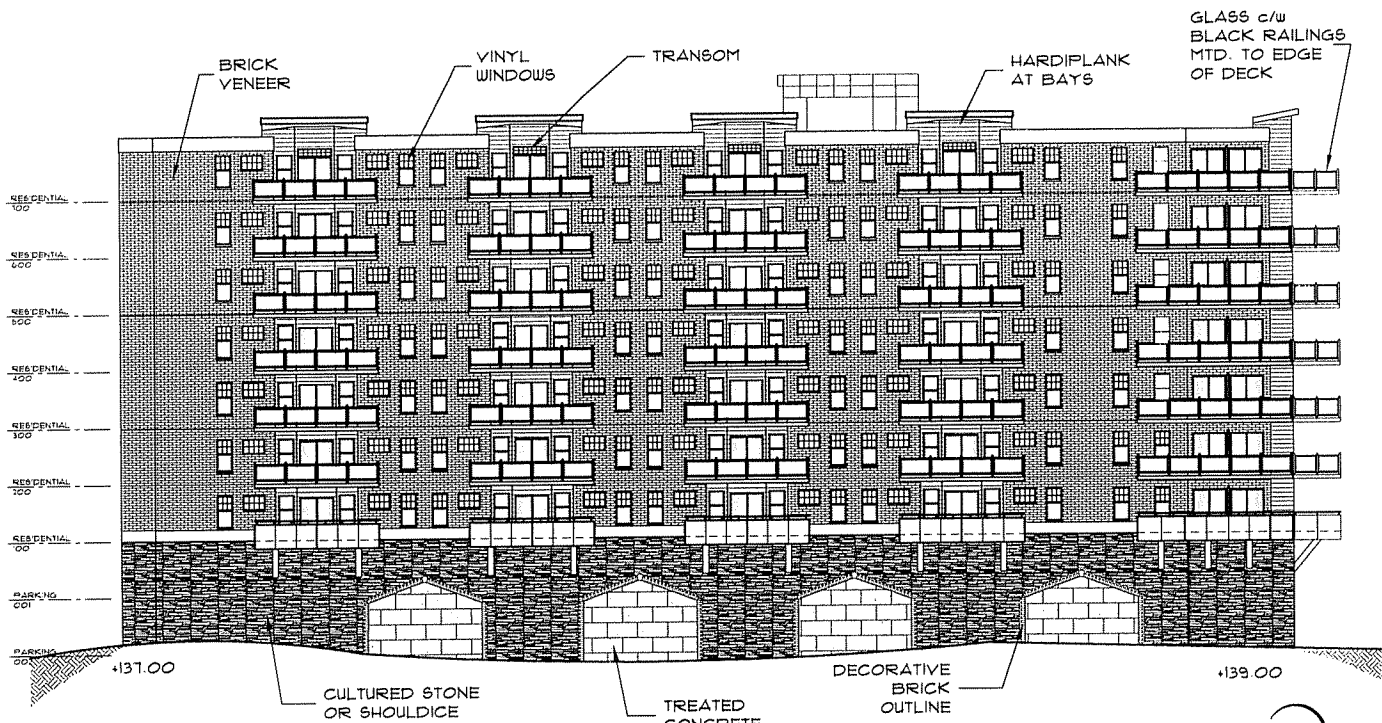
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WM FARES
GROUP
ARCHITECTS | ENGINEERS | PLANNERS

01115-0056

SCHEDULE: L



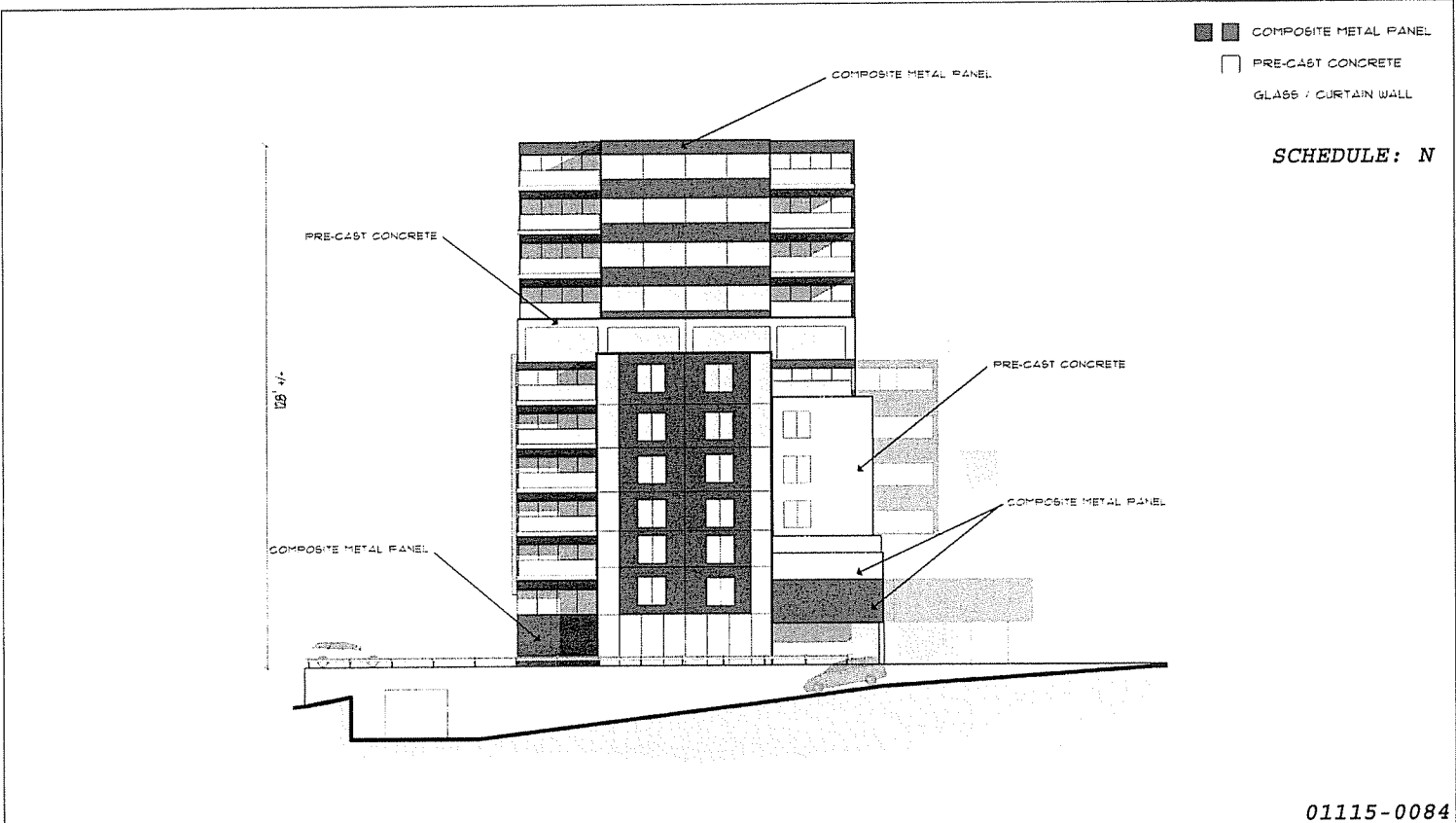


SCALE 1/16"=1'-0"

MU-1
ELEVATION FOUR

WM FARES
GROUP
ARCHITECTS | ENGINEERS | PLANNERS

01115-0058

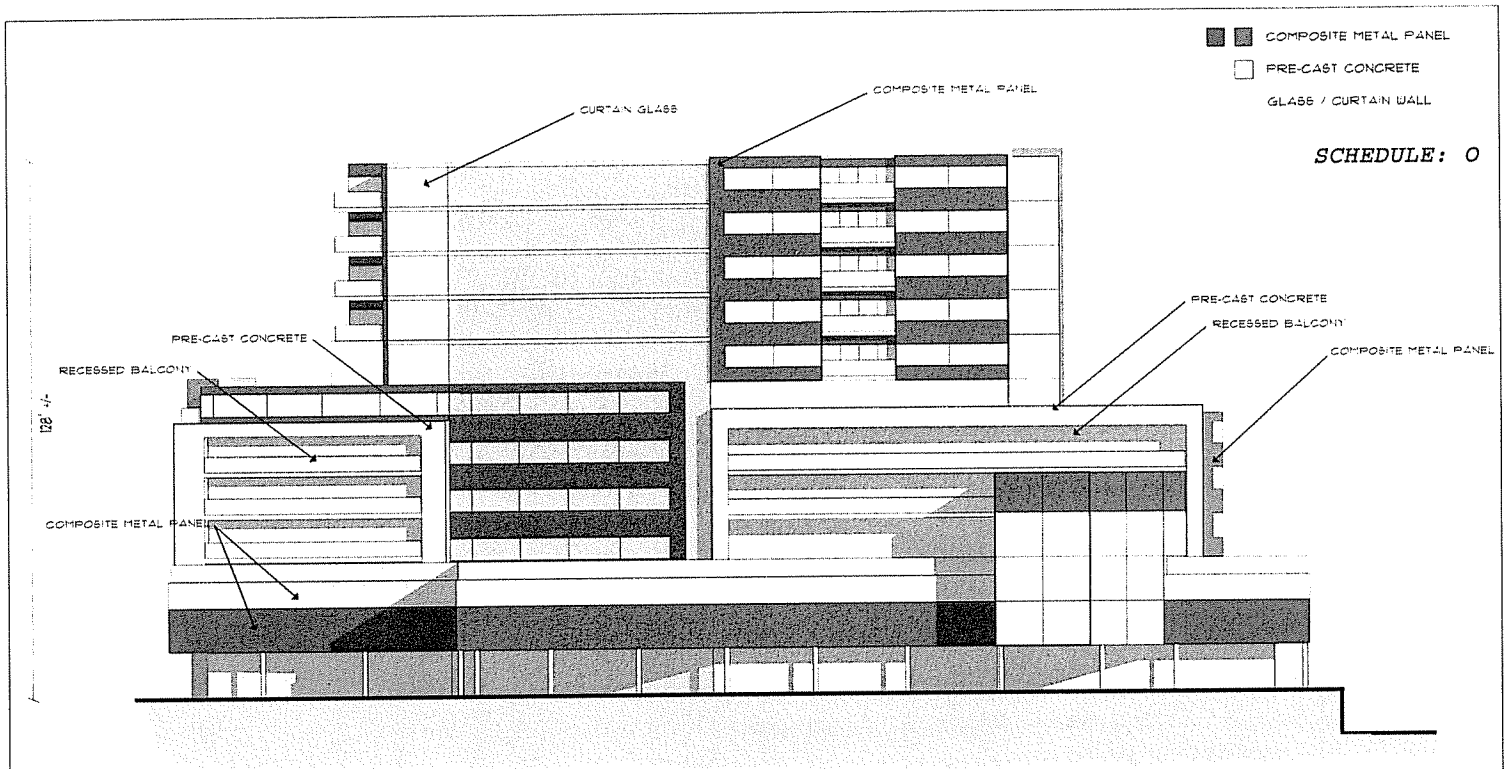


- COMPOSITE METAL PANEL
- PRE-CAST CONCRETE
- GLASS / CURTAIN WALL

SCHEDULE: N

01115-0084

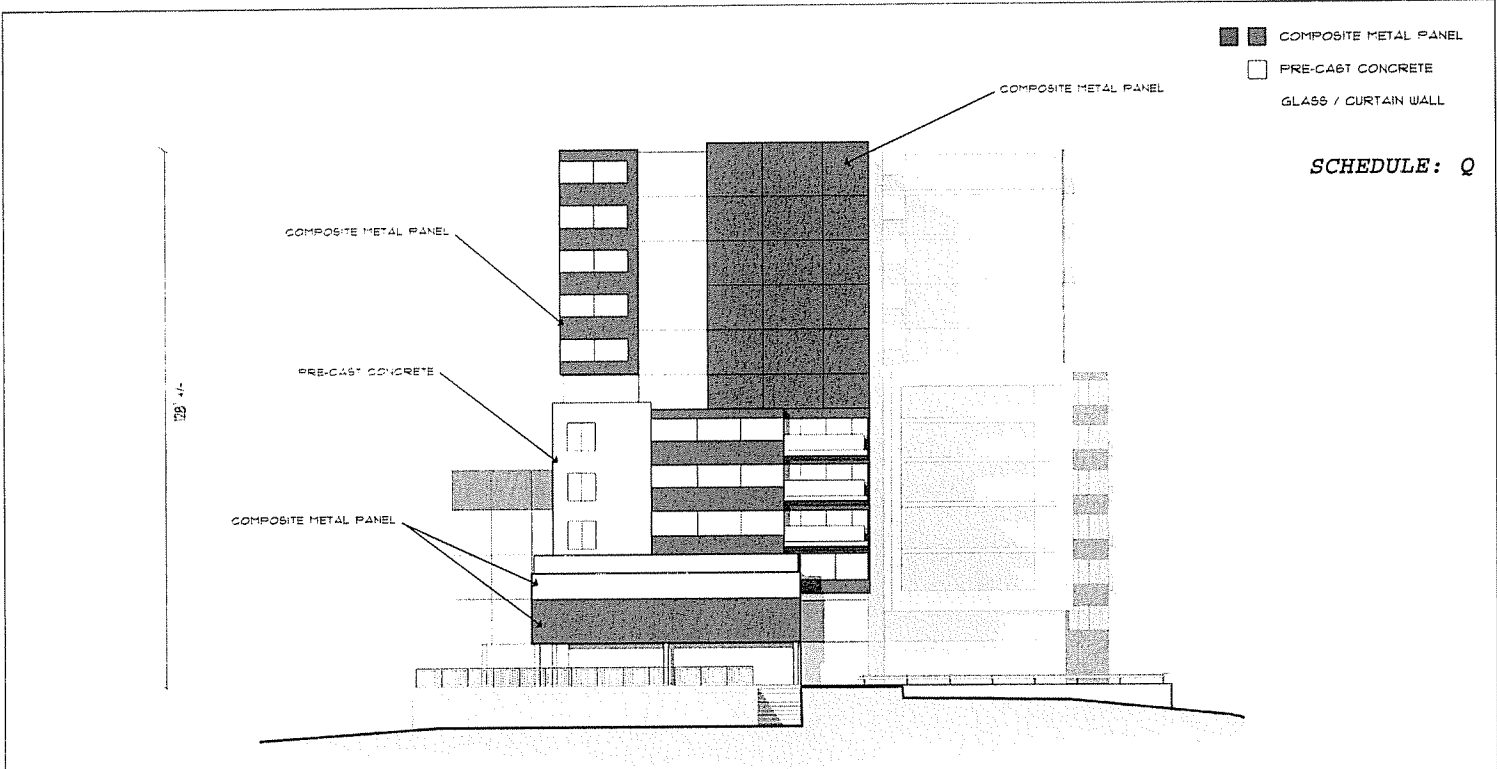
<p>NOTES:</p> <p>1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>2. ALL MATERIALS AND FINISHES ARE TO BE AS SHOWN ON THE SCHEDULES AND SPECIFICATIONS.</p> <p>3. THE DESIGNER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR OTHER SOURCES.</p> <p>4. THE DESIGNER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR OTHER SOURCES.</p>	<p>PROJECT:</p> <p>MU-8</p> <p>10000 ROUTE 100</p> <p>HALIFAX NOVA SCOTIA</p>	<p>CONSULTANT:</p> <p>WM FARES GROUP</p> <p>ARCHITECTS</p> <p>10000 ROUTE 100</p> <p>HALIFAX NOVA SCOTIA</p>	<p>DATE:</p> <p>10/10/2018</p> <p>BY:</p> <p>10/10/2018</p>	<p>EAST ELEVATION</p>	<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th><th>BY</th></tr><tr><td>1</td><td>ISSUED FOR PERMIT</td><td>10/10/2018</td><td>10/10/2018</td></tr><tr><td>2</td><td></td><td></td><td></td></tr><tr><td>3</td><td></td><td></td><td></td></tr><tr><td>4</td><td></td><td></td><td></td></tr><tr><td>5</td><td></td><td></td><td></td></tr><tr><td>6</td><td></td><td></td><td></td></tr><tr><td>7</td><td></td><td></td><td></td></tr><tr><td>8</td><td></td><td></td><td></td></tr><tr><td>9</td><td></td><td></td><td></td></tr><tr><td>10</td><td></td><td></td><td></td></tr></table>	NO.	REVISION	DATE	BY	1	ISSUED FOR PERMIT	10/10/2018	10/10/2018	2				3				4				5				6				7				8				9				10			
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SCHEDULE: 0

01115-0085

10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15/07	10/15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01115-0087

NOTES:	MOUNT ROYAL SUBDIVISION	WM FARES	WEST ELEVATION
1. THE DESIGNER HAS BEEN ADVISED BY THE ARCHITECT THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.	MU-8	WM FARES	WEST ELEVATION
2. THE DESIGNER HAS BEEN ADVISED BY THE ARCHITECT THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.	MOUNT ROYAL SUBDIVISION	WM FARES	WEST ELEVATION
3. THE DESIGNER HAS BEEN ADVISED BY THE ARCHITECT THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.	HALIFAX NOVA SCOTIA	WM FARES	WEST ELEVATION
4. THE DESIGNER HAS BEEN ADVISED BY THE ARCHITECT THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.		WM FARES	WEST ELEVATION
5. THE DESIGNER HAS BEEN ADVISED BY THE ARCHITECT THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.		WM FARES	WEST ELEVATION
6. THE DESIGNER HAS BEEN ADVISED BY THE ARCHITECT THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.		WM FARES	WEST ELEVATION
7. THE DESIGNER HAS BEEN ADVISED BY THE ARCHITECT THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.		WM FARES	WEST ELEVATION
8. THE DESIGNER HAS BEEN ADVISED BY THE ARCHITECT THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.		WM FARES	WEST ELEVATION
9. THE DESIGNER HAS BEEN ADVISED BY THE ARCHITECT THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.		WM FARES	WEST ELEVATION
10. THE DESIGNER HAS BEEN ADVISED BY THE ARCHITECT THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.		WM FARES	WEST ELEVATION
11. THE DESIGNER HAS BEEN ADVISED BY THE ARCHITECT THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.		WM FARES	WEST ELEVATION
12. THE DESIGNER HAS BEEN ADVISED BY THE ARCHITECT THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.		WM FARES	WEST ELEVATION
13. THE DESIGNER HAS BEEN ADVISED BY THE ARCHITECT THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.		WM FARES	WEST ELEVATION
14. THE DESIGNER HAS BEEN ADVISED BY THE ARCHITECT THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT. THE DESIGNER HAS BEEN ADVISED THAT THE ARCHITECT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.		WM FARES	WEST ELEVATION
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
TREES	BOTANICAL/COMMON	CONT	CAL	QTY
COR SER	<i>Cornus sericea</i> 'Cardinal' / Cardinal Red-twig Dogwood	10L		33
FAG SYL	<i>Fagus sylvatica</i> / European Beech	WB	60mm Cal 2	
GLO LOC	<i>Gleditsia triacanthos</i> 'Sunburst' / Sunburst Honey Locust	WB	60mm Cal 1	
SYR IVO	<i>Syringa reticulata</i> 'Ivory Silk' / Ivory Silk Japanese Tree Lilac	WB	45mm Cal 9	
LIT COR	<i>Tilia cordata</i> / Littleleaf Linden	WB	60mm Cal 9	
SHRUBS	BOTANICAL/COMMON	CONT		QTY
BER ROS	<i>Berberis thunbergii</i> 'Rose Glow' / Rosy Glow Barberry	10L		32
EUR ALA	<i>Euonymus alatus</i> 'Compactus' / Compact Burning Bush	3 gal		9
PHY OPU	<i>Physocarpus opulifolius</i> 'Dart's Gold' / Yellow Ninebark	3 gal		7
TAX DEZ	<i>Taxus cuspidata</i> 'Dansiformis' / Dense Japanese Yew	10L		3
VIB NOR	<i>Viburnum dentatum</i> 'Northern Burgandy' / Southern Arrowwood	2 gal		4
ANNUALS/PERENNIALS	BOTANICAL/COMMON	CONT		QTY
HOS GOR	<i>Hosta albigua</i> 'Drinking Gourd' / Drinking Gourd Hosta	20L		46
GRASSES	BOTANICAL/COMMON	CONT		QTY
CAL KAR	<i>Calamagrostis acutiflora</i> 'Karl Foerster' / Feather Reed Grass	1 gal		33

01115-0097

1. All steel buildings are given an approximate 10-year life span to be determined by the structural engineer on the job. Steel buildings are listed in the Plastic Steel Institute's book on Plastic Steel Buildings.
2. All steel buildings are listed in the American Institute of Steel Construction's book on Steel Buildings.
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NO	DATE	DESCRIPTION
REVISIONS		


FARES MILLER
 ARCHITECTS & PLANNERS
 1000 W. 10th St.
 Seattle, WA 98101
 (206) 461-1100

MOUNT ROYALE

HALIFAX, NOVA SCOTIA

TOWN HOUSES PLANTING PLAN

1:250	Jan. 27, 2009
WRW	PP2
200635	

PP2

MU-1 Project Data Chart

ATTACHMENT B

Bylaw	Description	Required	Provided	Compliance
33(1)(a)	Minimum Lot Area	6000 SQ.FT.	57470 SQ.FT.	Yes
	Minimum Lot Frontage	60 Feet	over 100'	Yes
33(3)	Angle Control			
	E1			Yes
	E2			No
	E3			No
	E4			Yes
34(1)	Density	Density is governed by the Stage I Development Agreement. Please refer to density chart attached		Yes
34(2)(a)	Open Space (OS)	51750 Sq.Ft. (90x575)	Area (land-building footprint - pavement + balconies) = 26842 SQ.FT.	No
34(2)(b)	Landscape Open Space	41400 SQ.FT.	21992 SQ.FT.	
				No
9(a)ii	Parking	1 space per unit = 90	115 spaces	Yes

01115-0091

MU-2 Project Data Chart

ATTACHMENT C

Bylaw	Description	Required	Provided	Compliance
33(1)(a)	Minimum Lot Area	6000 SQ.FT.	54650 SQ.FT.	Yes
	Minimum Lot Frontage	60 Feet	over 100'	Yes
33(3)	Angle Control			
	E1			Yes
	E2			No
	E3			No
	E4			No
34(1)	Density	Density is governed by the Stage I Development Agreement. Please refer to density chart attached		Yes
34(2)(a)	Open Space (OS)	51750 Sq.Ft. (90x575)	Area (land-building footprint - pavement + balconies) = 24022 SQ FT.	No
34(2)(b)	Landscape Open Space	41400 SQ.FT.	19171 SQ.FT.	
				No
9(a)ii	Parking	1 space per unit = 82	115 spaces	Yes

01115-0092

MU-3 Project Data Chart

ATTACHMENT D

Bylaw	Description	Required	Provided	Compliance
33(1)(a)	Minimum Lot Area	6000 SQ.FT.	56082 SQ.FT.	Yes
	Minimum Lot Frontage	60 Feet	over 100'	Yes
33(3)	Angle Control			
	E1			Yes
	E2			No
	E3			No
	E4			No
34(1)	Density	Density is governed by the Stage I Development Agreement. Please refer to density chart attached		Yes
34(2)(a)	Open Space (OS)	51750 Sq.Ft. (90x575)	Area (land-building footprint - pavement + balconies) = 25454 SQ.FT.	No
34(2)(b)	Landscape Open Space	41400 SQ.FT.	20603 SQ.FT.	
				No
9(a)ii	Parking	1 space per unit = 90	115 spaces	Yes

01115-0093

MU-4 Project Data Chart

ATTACHMENT E

Bylaw	Description	Required	Provided	Compliance
33(1)(a)	Minimum Lot Area	6000 SQ.FT.	58816 SQ.FT.	Yes
	Minimum Lot Frontage	60 Feet	over 100'	Yes
33(3)	Angle Control			
	E1			Yes
	E2			No
	E3			No
	E4			Yes
34(1)	Density	Density is governed by the Stage I Development Agreement Please refer to density chart attached		Yes
34(2)(a)	Open Space (OS)	51750 Sq.Ft. (90x575)	Area (land-building footprint - pavement + balconies) = 28188 SQ.FT.	No
34(2)(b)	Landscape Open Space	41400 SQ.FT.	23338 SQ.FT.	
				No
9(a)ii	Parking	1 space per unit = 90	115 spaces	Yes

01115-0094

MU-8 Project Data Chart

ATTACHMENT F

Bylaw	Description	Required	Provided	Compliance
33(1)(a)	Minimum Lot Area	6000 SQ.FT.	85,710 SQFt	Yes
	Minimum Lot Frontage	60 Feet	over 300'	Yes
33(3)	Angle Control			
	North			Yes
	South			Yes
	East			Yes
	West			Yes
34(1)	Density	Density is governed by the Stage I Development Agreement. Please refer to density chart attached		Yes
34(2)(a)	Open Space (OS)	41975 Sq.Ft. (90x575)	Area (land-building footprint - pavement + balconies) = 25000 SQ. FT.	No
34(2)(b)	Landscape Open Space	33,580 SQ.FT.	12,122 SQ.FT.	No
9(a)ii	Parking	1 space per unit = 73	204 spaces	Yes
		Commercial Level: 58		
		Office Level: 54		

01115-0099