


**Peninsula Community Council**  
**October 15, 2012**

**TO:** Chair and Members of Peninsula Community Council

**SUBMITTED BY:**



Brad Anguish, Director of Community and Recreation Services

**DATE:** September 20, 2012

**SUBJECT:** Case 17256 – Development Agreement – 6100 Young Street, Halifax

### **Supplementary Report**

#### **ORIGIN**

- Application by 215 Pembroke Street East Limited
- September 10, 2012 approval by Peninsula Community Council of an amendment to the Halifax Peninsula Land Use By-law to include 6100 Young Street, Halifax, in Schedule Q (amendment to Map ZM-2)

#### **RECOMMENDATION**

It is recommended that Peninsula Community Council:

1. Approve the proposed development agreement as contained in Attachment A; and
2. Require that the 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 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.

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## **BACKGROUND**

On August 13, 2012, Peninsula Community Council passed the following motion:

- “1. Give First Reading to consider approval of the proposed amendment to the Halifax Peninsula Land Use By-law, contained in Attachment A, to include 6100 Young Street, Halifax, in Schedule Q of the July 18, 2012 staff report and schedule a public hearing for September 10, 2012.*
- 2. Move Notice of Motion to consider the proposed development agreement as contained in Attachment B of the July 18, 2012 staff report to allow for a mixed use development, **with the exception that clause 5.2 b relating to the option for two additional residential floors through non-substantive amendment be deleted**, and schedule a public hearing. The public hearing for the development agreement shall be held concurrently with that indicated in Recommendation 1.”*

On September 10, 2012, Peninsula Community Council held a public hearing to consider the proposed amendments to the Halifax Peninsula Land Use By-law (LUB), as well as a proposed development agreement, to permit a mixed-use development at 6100 Young Street, Halifax. Subsequent to the public hearing, Community Council gave its approval to the amendments to the Halifax Peninsula LUB (amendment to Map ZM-2) to include 6100 Young Street, Halifax, in Schedule Q. Following the expiration of the 14 day appeal period, the LUB amendment became effective.

## **DISCUSSION**

As noted in the July 18, 2012 staff report, Community Council could not make a decision on the proposed development agreement until the LUB amendment became effective. The LUB amendment became effective on September 15, 2012 and Council is now in a position to consider the revised development agreement.

The original agreement, as contained in the July 18, 2012 staff report, was revised by Council to omit clause 5.2 b which allowed the applicants to apply for an increase in the height of the building through a resolution of Council and not a public hearing. By removing this clause the revised development agreement requires the applicant to proceed through the full development agreement process, which includes public consultation and a public hearing, for an increase in building height. The amendment was discussed with the applicant and he is in agreement with Council's decision on the removal of the clause.

With the LUB amendment now in effect, it is now appropriate for Council to consider the revised development agreement, as contained in Attachment A of this report, as per item 2 of Council's motion, above.

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### **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, achieved through a public information meeting held on October 5, 2011 and a public hearing on September 10, 2012. Notices of the public information meeting and public hearing were posted on the HRM website, in the newspaper and mailed to property owners within the notification area shown on Map 3 of the July 18, 2012 staff report.

### **ENVIRONMENTAL IMPLICATIONS**

No additional concerns have been identified beyond those raised in the July 18, 2012 staff report.

### **ALTERNATIVES**

1. Council may choose to approve the proposed development agreement as set out in Attachment A of this report. This is the recommended course of action.
2. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and the need to hold a second public hearing.
3. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended, for the reasons stated in the July 18, 2012 staff report.

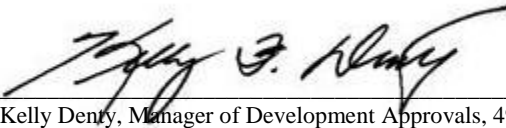
### **ATTACHMENTS**

Attachment A            Proposed Development Agreement

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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 1, Planning Services, 490-6259

Report Approved by:        
Kelly Denty, Manager of Development Approvals, 490-4800

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## Attachment A: Proposed Development Agreement

**THIS AGREEMENT** made this       day of                    , 2012,

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**,  
a body corporate, in the Province of Nova Scotia,  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 6100 Young Street, Halifax, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for a mixed-use development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 2.3.1, 2.3.2 and 2.3.3 of Section XI of the Halifax Municipal Planning Strategy and Section 92 of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Peninsula Community Council for the Municipality approved this request at a meeting held on \_\_\_\_\_, 2012, referenced as Municipal Case Number 17256;

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 Peninsula 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 17256:

Schedule A	Legal Description of the Lands	
Schedule B	Site Plan	Plan # 17256-001
Schedule C	Landscape Plan	Plan # 17256-002
Schedule D	Level P1 – Underground Parking	Plan # 17256-003
Schedule E	Level 1 - Ground Floor	Plan # 17256-004
Schedule F	Level 2 – Parking/Commercial Ceiling Area	Plan # 17256-005
Schedule G	Level 3 - Commercial Floor 2/ Podium	Plan # 17256-006
Schedule H	Level 4&5 - Typical Low-Rise Residential	Plan # 17256-007
Schedule I	Typical Tower Floor Plan	Plan # 17256-008
Schedule J	Residential Penthouse Level	Plan # 17256-009
Schedule K	North Elevation (Young St.)	Plan # 17256-010
Schedule L	East Elevation (Monaghan Dr.)	Plan # 17256-011
Schedule M	South Elevation	Plan # 17256-012
Schedule N	West Elevation	Plan # 17256-013
Schedule O	East Elevation Detail	Plan # 17256-014
Schedule P	North Elevation Detail	Plan # 17256-015

### **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; and
- (b) Pedestrian wind study identifying any mitigation measures / solution concepts in accordance with Section 2.13 of this agreement.

- 2.2.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the Development Officer with certification from a qualified professional indicating that the Developer has complied with the Landscape Plan, or the posting of security in accordance with Section 2.6.9.
- 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**

The use(s) of the Lands permitted by this Agreement are the following:

- (a) Any commercial enterprise permitted in the C-2 (General Business) zone;
- (b) Apartment house (multiple-unit residential uses); and
- (c) Uses accessory to any of the foregoing uses.

## **2.4 Detailed Provisions for Land Use**

- 2.4.1 The number and type of residential units, building design and exterior materials, vehicular parking and open space shall comply with that shown on Schedules B through P.
- 2.4.2 Notwithstanding Section 2.1 and Subsection 2.4.1, the type and number of residential units may vary from that shown on the Schedules, provided that a minimum of 25% of the units consist of 2 or more bedrooms.
- 2.4.3 Ground floor spaces shown on Schedule E shall be limited to non-residential uses permitted in the C-2 zone. Notwithstanding Section 2.1 and Subsection 2.4.1, residential uses (instead of commercial) may be permitted on the second floor level (Schedule G) and the overall building height may be reduced slightly to accommodate such residential uses, provided the exterior appearance is generally in conformance with Schedules K through P.

## **2.5 Architectural Requirements**

- 2.5.1 The building's exterior design and materials shall be as shown on Schedules K through P.
- 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 required 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.). Specifically, the two-storey wall shown on Schedules M and N (South and West Elevations) shall contain a combination of architectural detail, relief and plantings, the details of which shall be shown on the Landscape Plan required pursuant to Subsection 2.6.1.
- 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 C.
- 2.6.2 Landscaped areas shown on the Schedules 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.
- 2.6.3 The low-rise roof deck above the 5<sup>th</sup> floor level and the tower rooftops may be landscaped and used as open space, the details of which shall be provided on the Landscape Plan pursuant to Subsection 2.6.1.
- 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 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-2 zone of the Land Use By-law and shall be limited to:
  - (a) awning signs made of fabric material above ground level windows and doors; and
  - (b) fascia and projecting signs at the ground floor and second floor levels.
- 2.7.2 Awning, fascia and projecting signs shall be either non-illuminated or illuminated from the front (not back-lit).

## **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 Maintenance**

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.

## **2.11 Solid Waste Facilities**

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.

## **2.12 Parking and Bicycle Facilities**

- 2.12.1 Notwithstanding the Schedules, additional underground parking levels may be permitted. 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 2.11.

## **2.13 Wind Mitigation Measures**

- 2.13.1 Prior to the issuance of a Construction Permit, the Developer shall undertake wind tunnel testing of the development by a qualified professional experienced in wind engineering and submit a report to the Development Officer that:

- (a) Confirms/ quantifies the expected wind comfort and safety conditions; and

- (b) Where necessary, outlines proposed wind mitigation measures to achieve accepted industry standards for pedestrian wind comfort and safety.
- 2.13.2 Appropriate mitigation measures shall be approved by the Development Officer prior to the issuance of a Construction Permit, except those which, in the opinion of the Development Officer, involve a substantive change to the building. In these instances, such measures shall require a substantive amendment pursuant to Section 5.1.
- 2.13.3 Mitigation measures shall be shown on the building plans submitted for Construction Permit and be completed prior to the issuance of an Occupancy Permit.

## **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**

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-N):

- a) minor changes to the land uses and provisions of Sections 2.3 and 2.4 and any changes to corresponding Schedules;
- b) minor changes to the architectural requirements and exterior architectural appearance or materials as detailed in section 2.5 and corresponding Schedules;
- c) changes to the landscaping requirements as detailed in Section 2.6 which are beyond the authority of the Development Officer under Section 2.1;
- d) changes to the sign requirements of Section 2.7;
- e) changes to the functional elements as detailed in Section 2.9;
- f) changes to the date of commencement of development specified in Section 6.3; and
- g) 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 four 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 Peninsula Land Use By-law, as may be amended from time to time.

#### **6.5 Discharge of Agreement**

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 Name of Corporation/Business  
LTD.]**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

=====

**HALIFAX REGIONAL  
MUNICIPALITY**

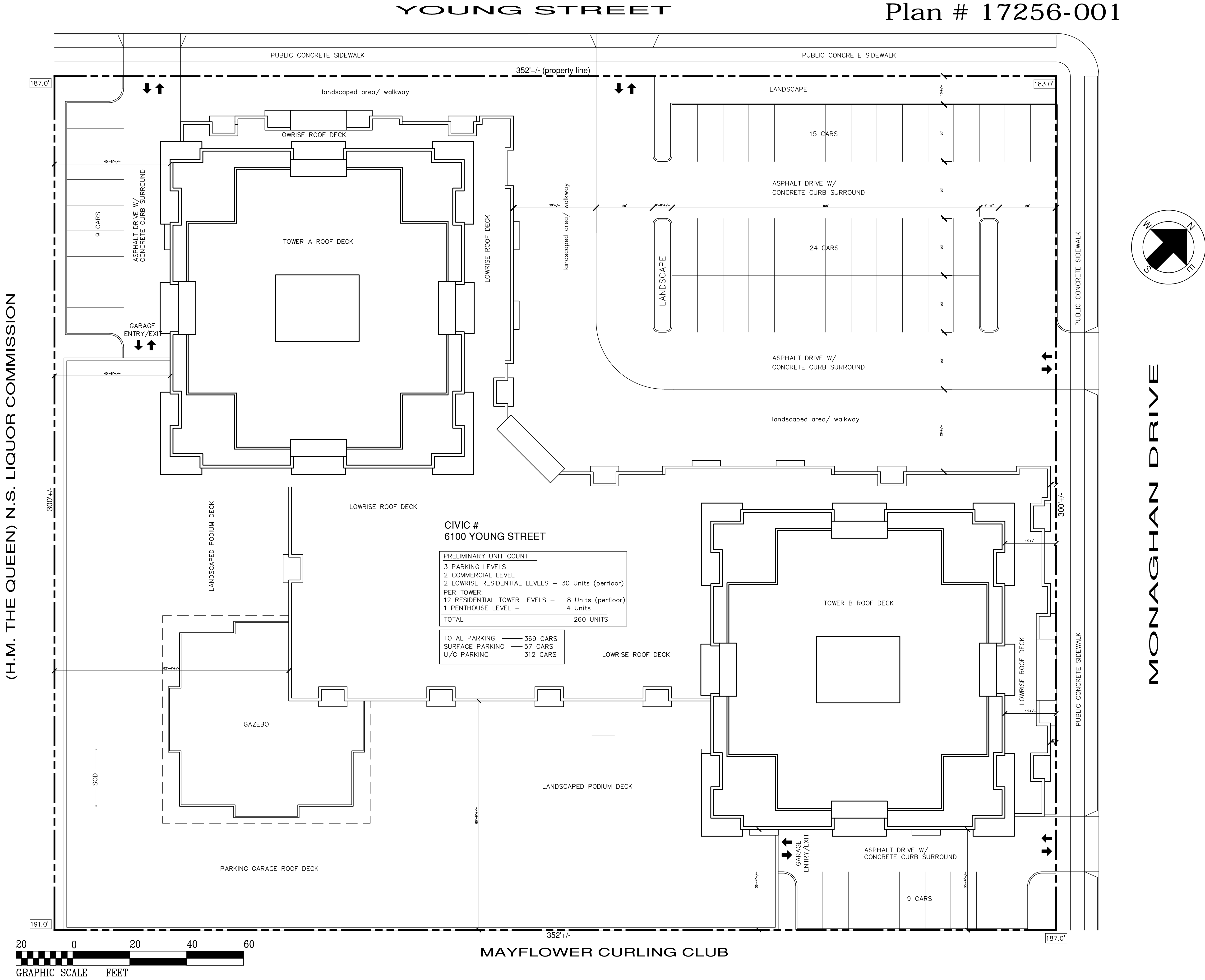
Per: \_\_\_\_\_

Mayor

Per: \_\_\_\_\_

Municipal Clerk

Schedule B    Site Plan  
Plan # 17256-001





**Schedule C**  
**LANDSCAPE PLAN**  
**Plan # 17256-002**

### LEGEND

### PROPOSED DECIDUOUS TREE

PROPOSED CONIFEROUS TREE

PROPERTY LINE

PROPOSED BENCH

PROPOSED TREE GRATE

PRECAST UNIT PAVING:

CAST-IN-PLACE CONCRETE FRAMES

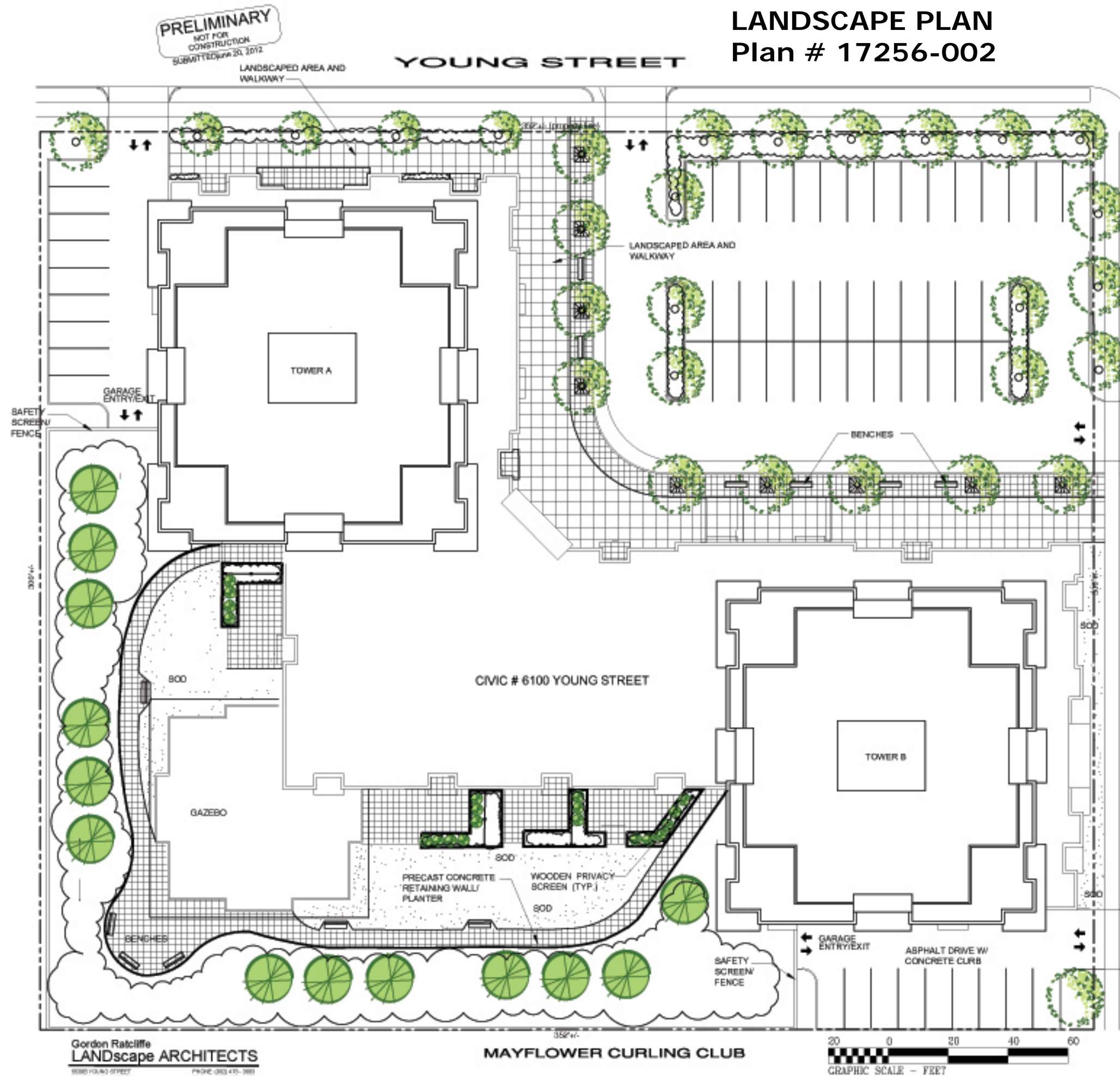
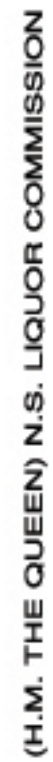
AREA TO BE SOOLED

PROPOSED PRECAST RETAINING WALL

### WOOD SCREEN FENCE



MONAGHAN DRIVE



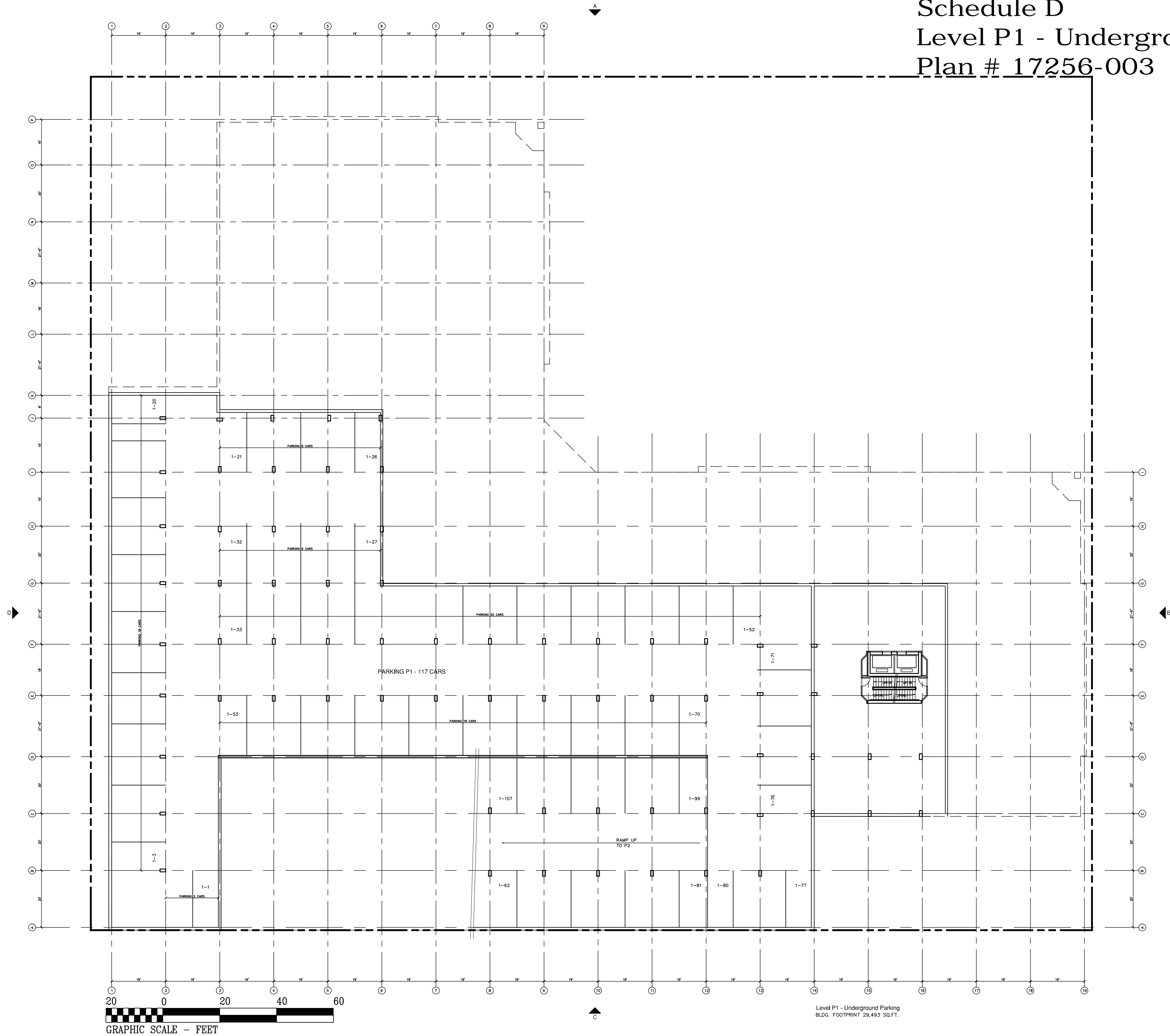
**Gordon Ratcliffe**  
**LANDscape ARCHITECTS**  
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CANADA, 808 127

PHONE: 613 475-3883  
FAX: 613 475-1188  
g.r.a@earthlink.ca

MAYFLOWER CURLING CLUB

20 0 20 40  
GRAPHIC SCALE - FEET

Schedule D  
Level P1 - Underground Parking  
Plan # 17256-003

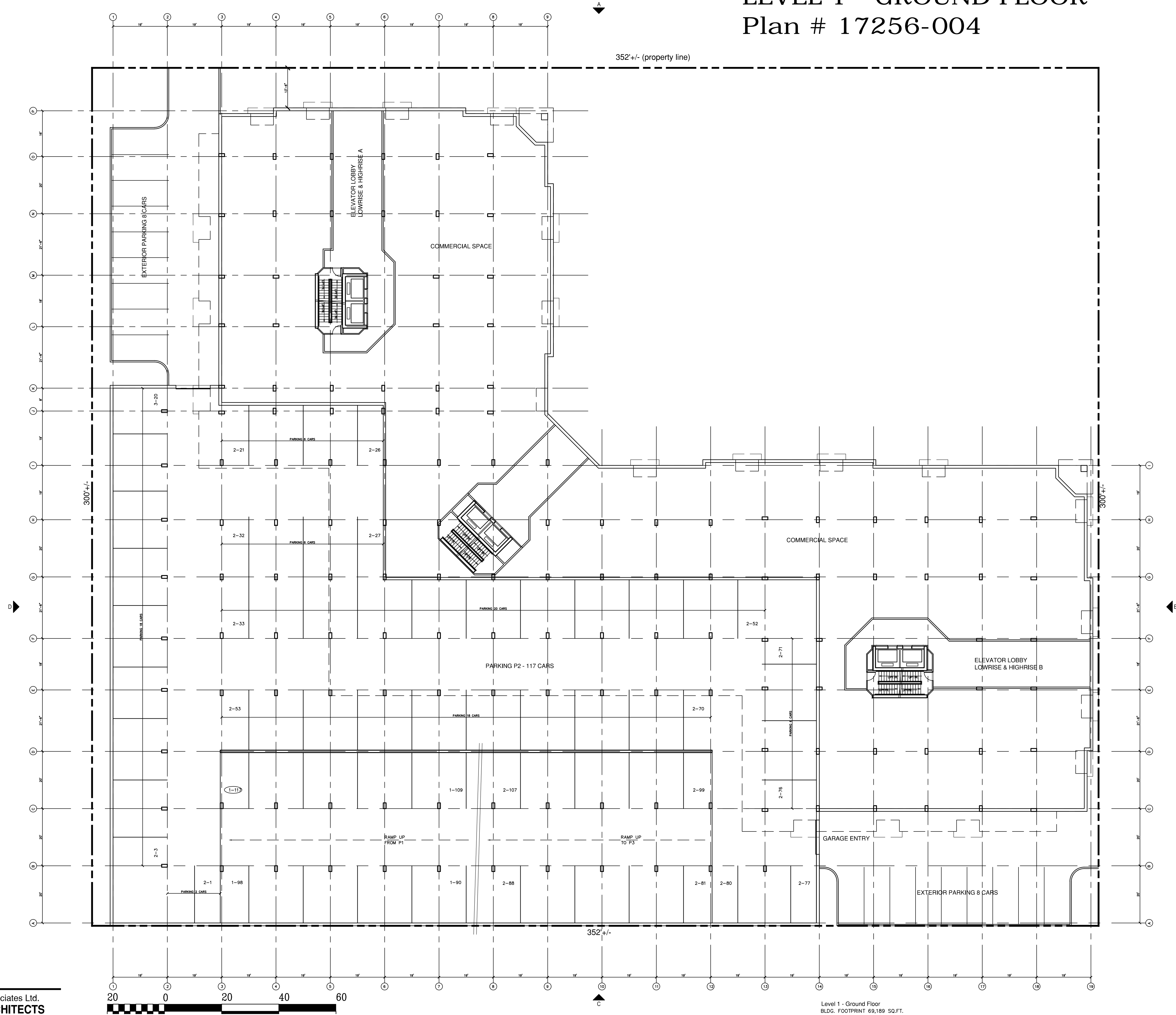


YOUNG STREET

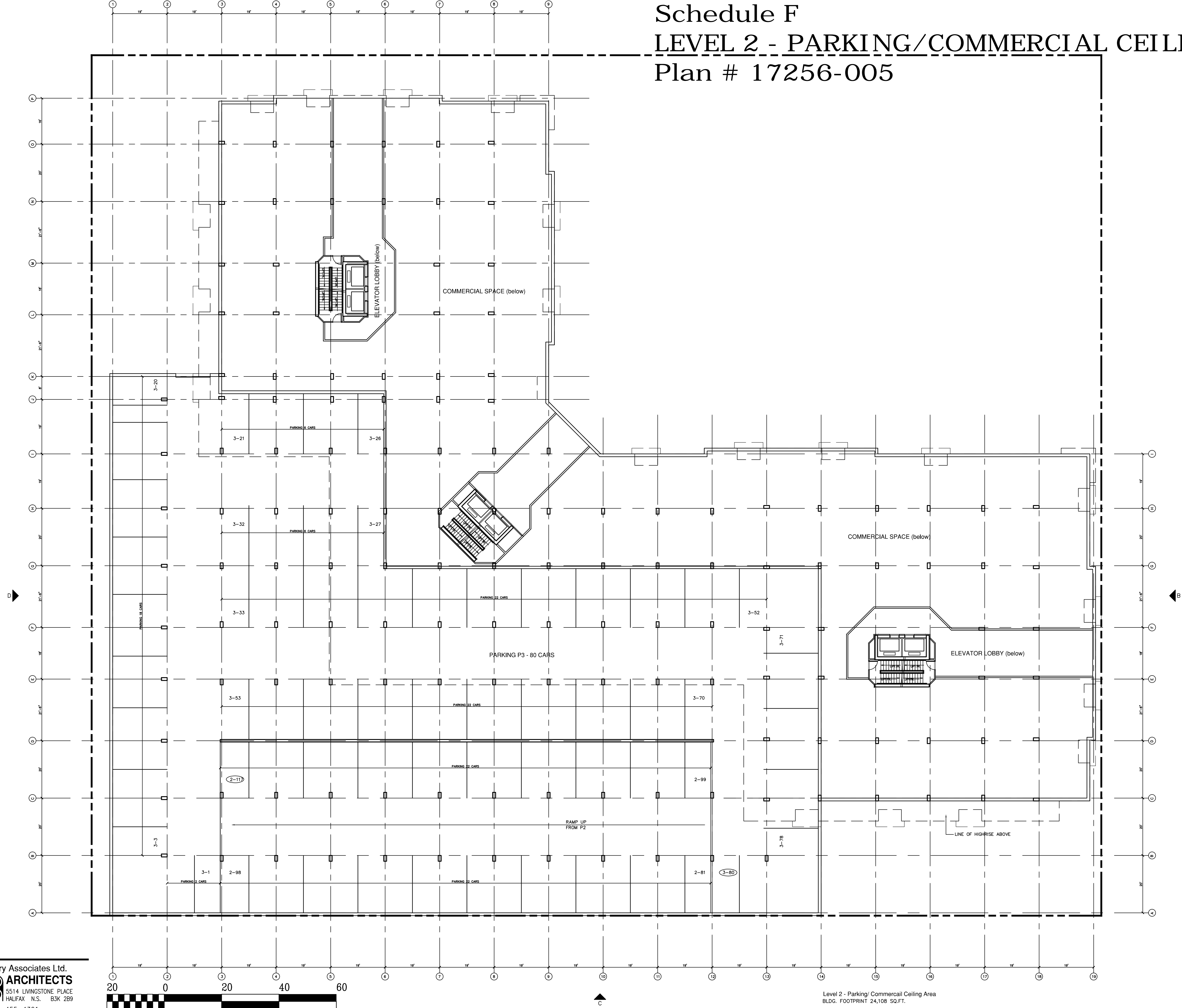
Schedule E  
LEVEL 1 - GROUND FLOOR  
Plan # 17256-004

(H.M. THE QUEEN) N.S. LIQUOR COMMISSION

MONAGHAN DRIVE



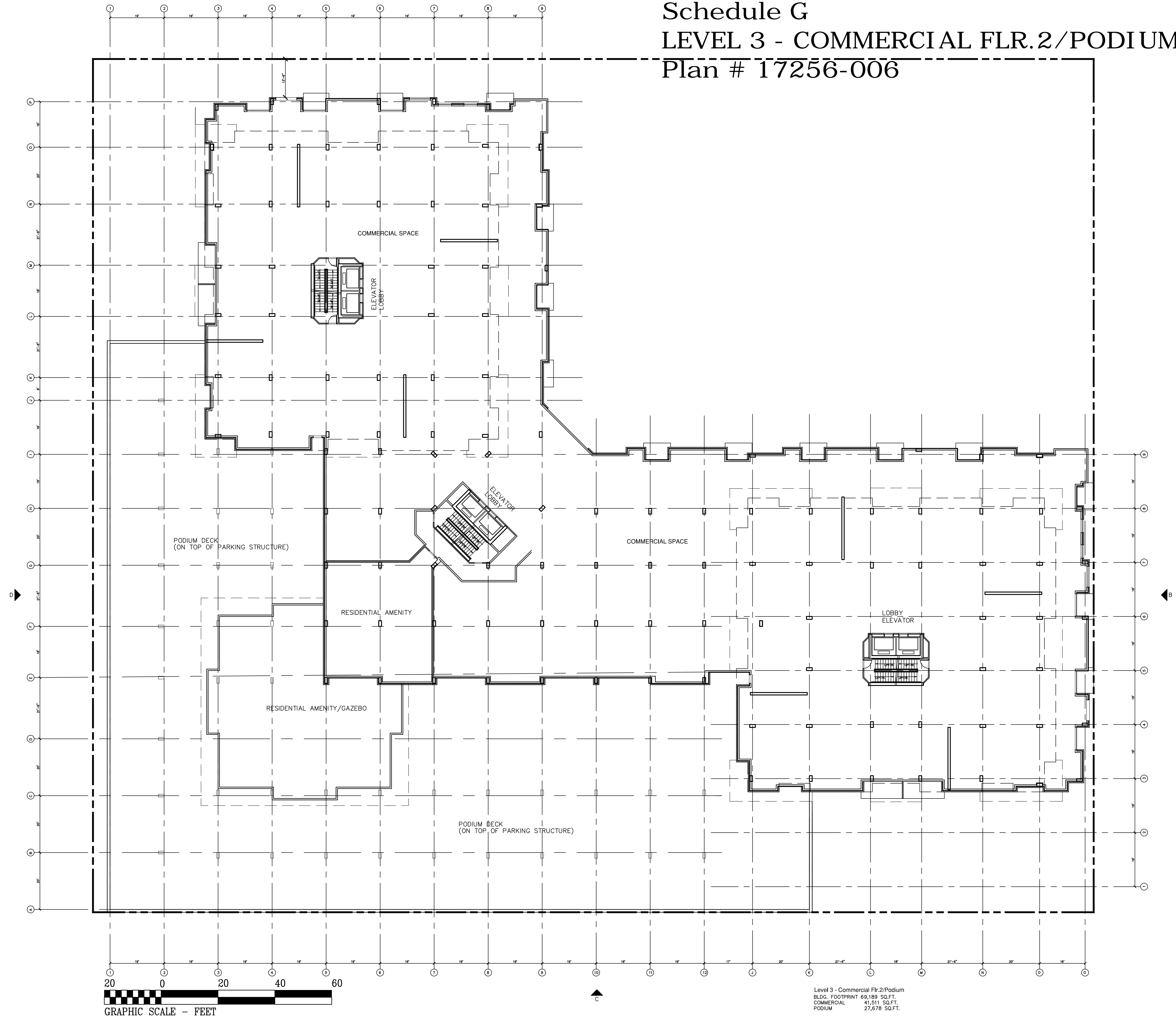
Schedule F  
LEVEL 2 - PARKING/COMMERCIAL CEILING AREA  
Plan # 17256-005



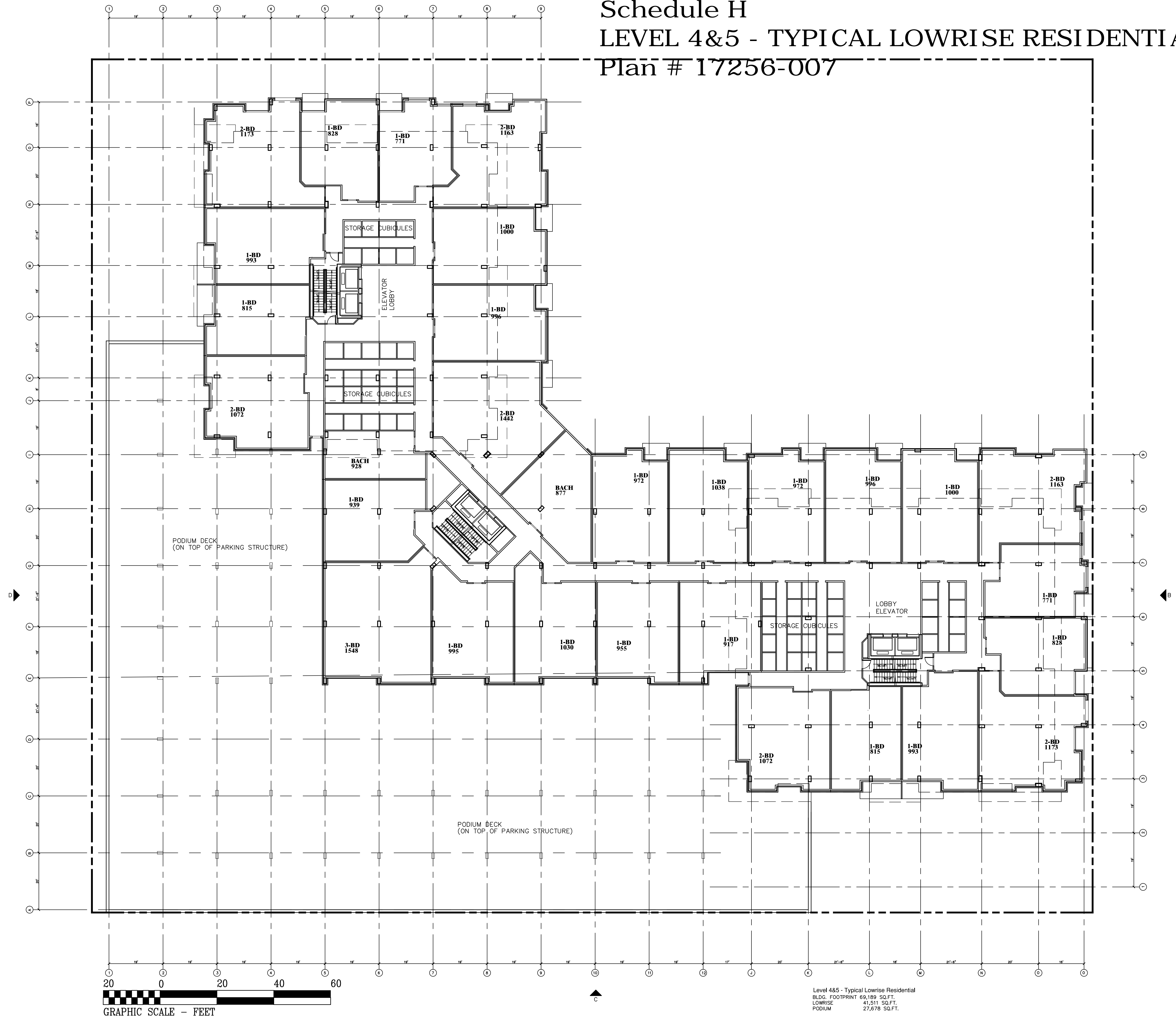
# Schedule G

## LEVEL 3 - COMMERCIAL FLR.2/PODIUM

### Plan # 17256-006



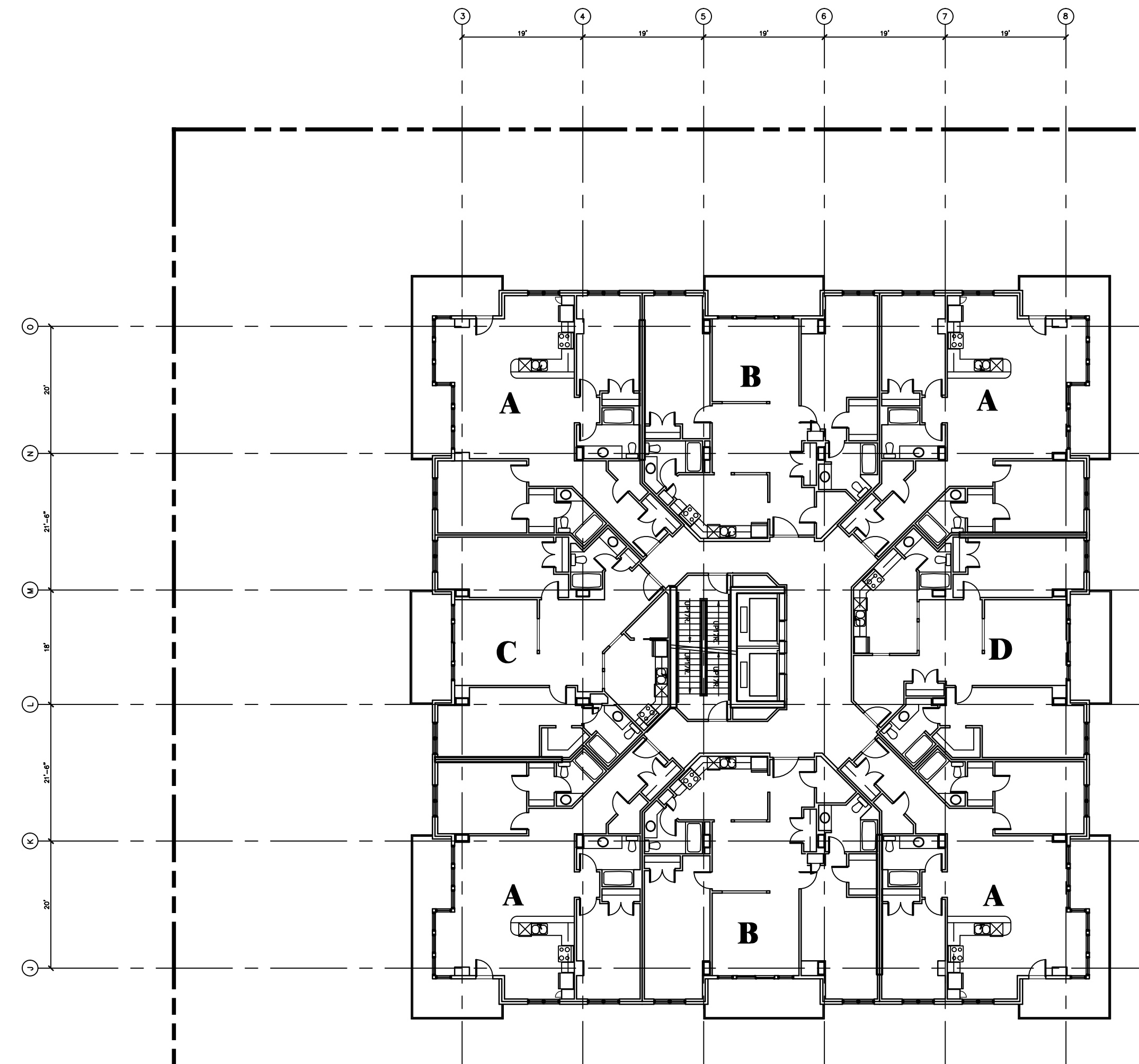
Schedule H  
LEVEL 4&5 - TYPICAL LOWRISE RESIDENTIAL  
Plan # 17256-007



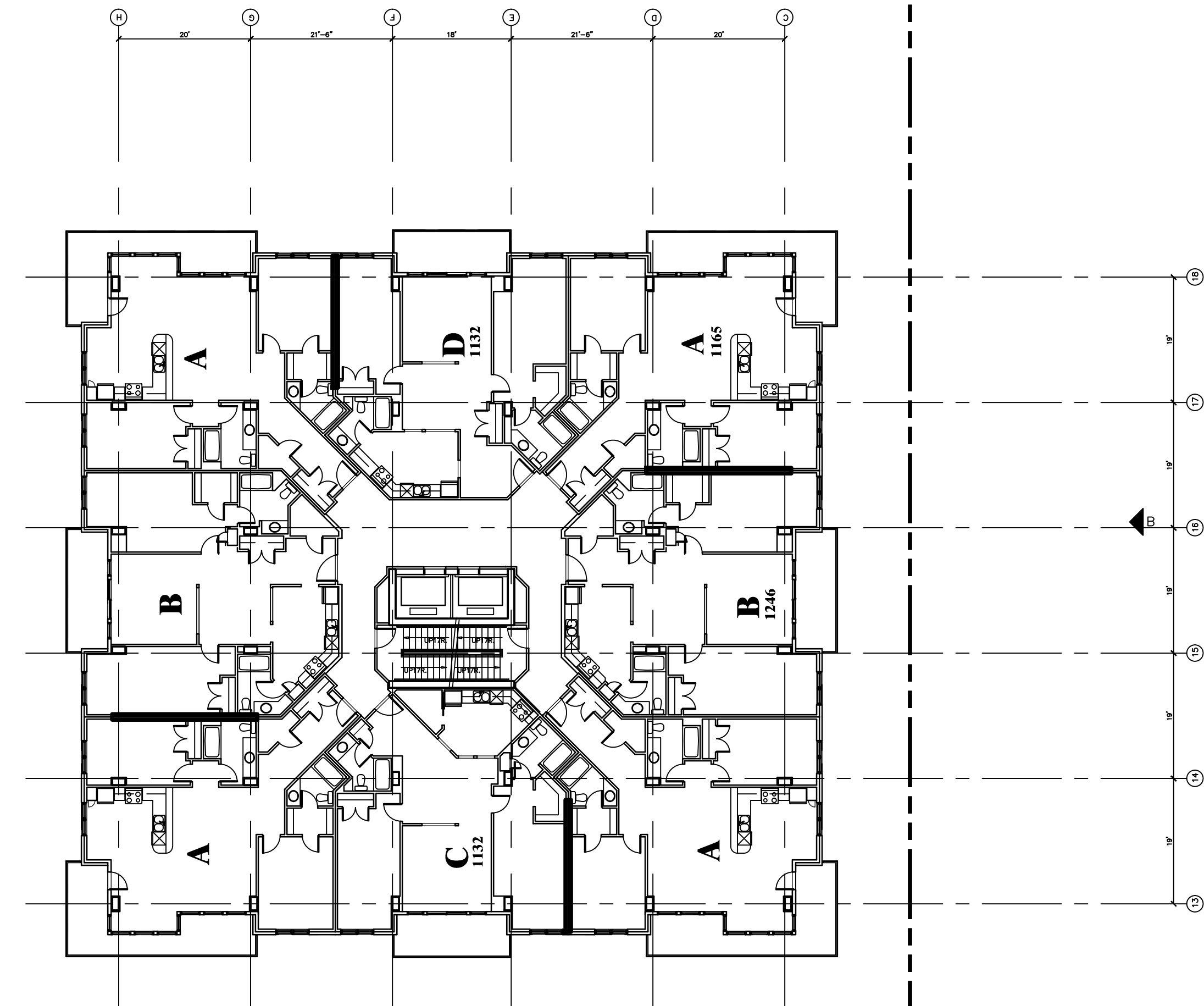
# Schedule I

## Typical Tower Floor Plans

### Plan # 17256-008



HIGHRISE BLDG A



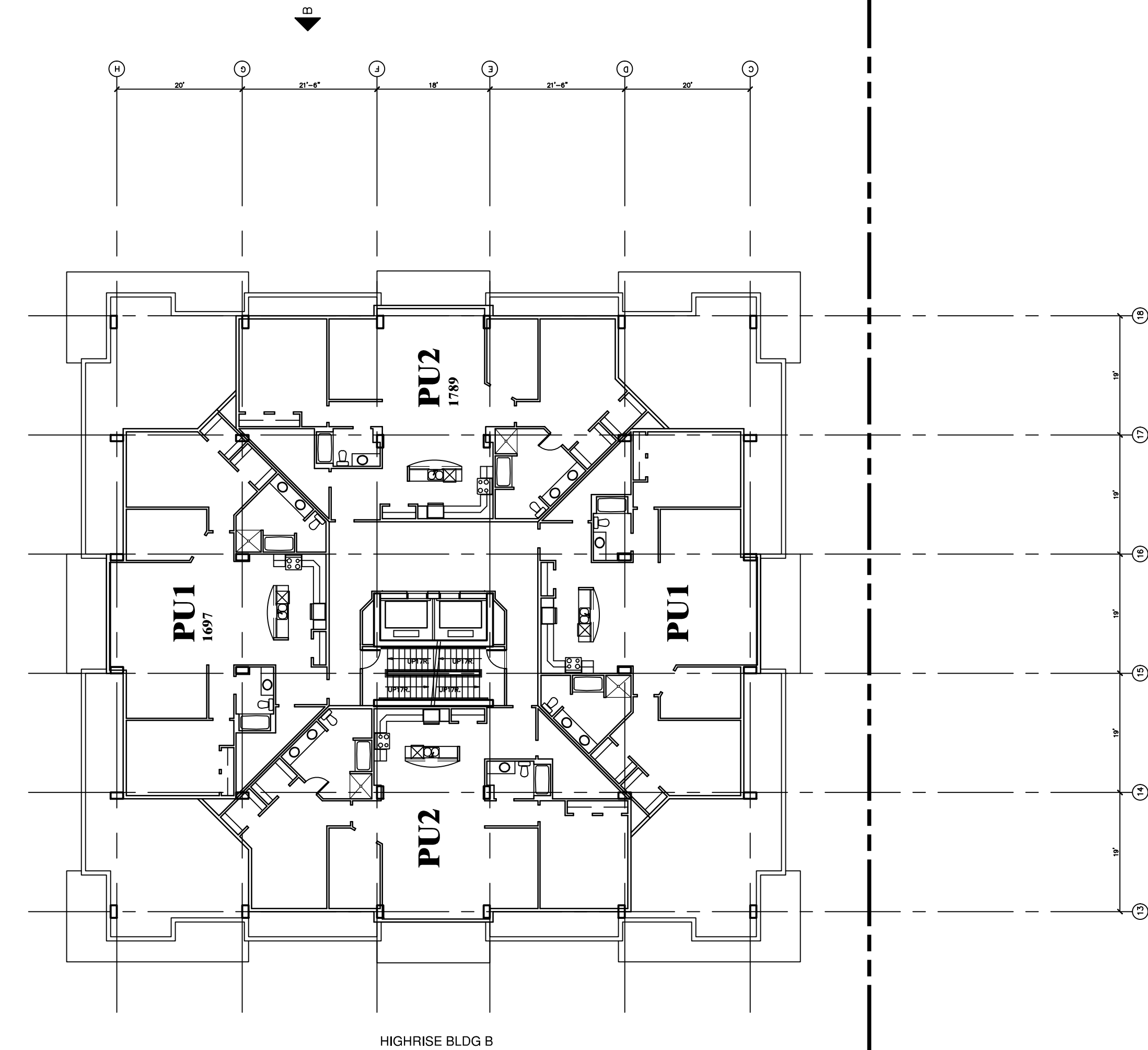
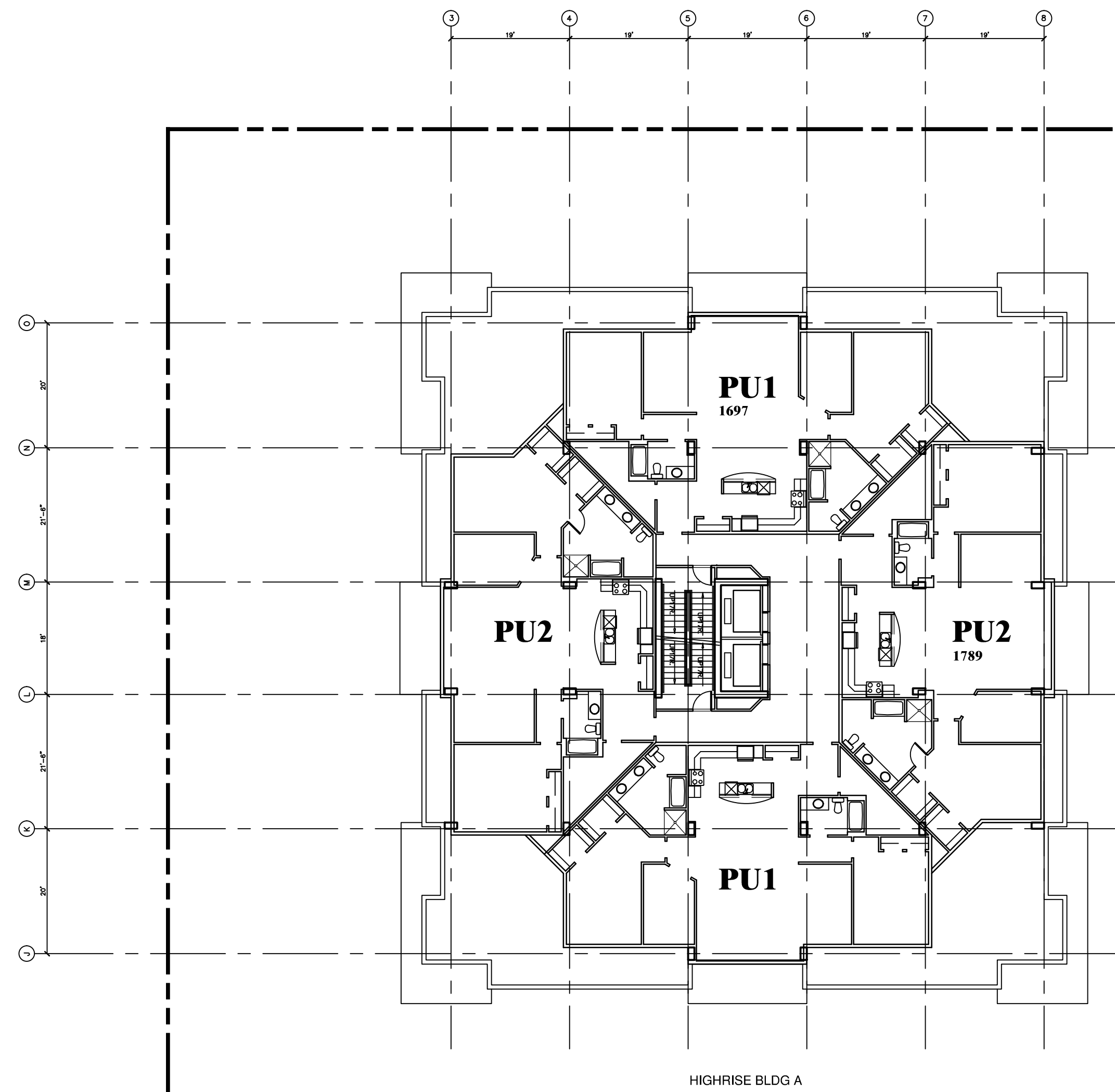
HIGHRISE BLDG B



# Schedule J

## Residential-Lever Penthouse

### Plan # 17256-009

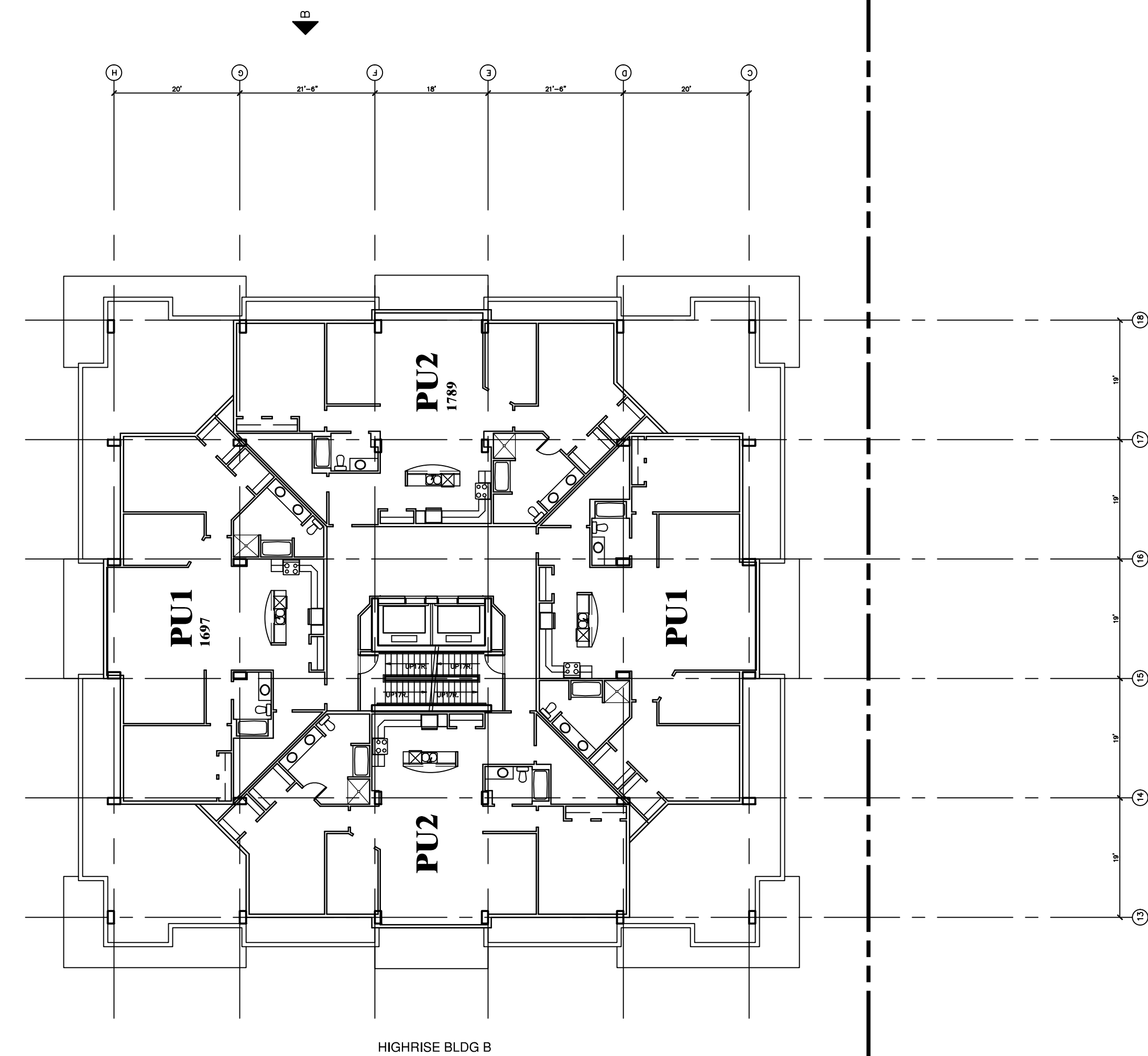
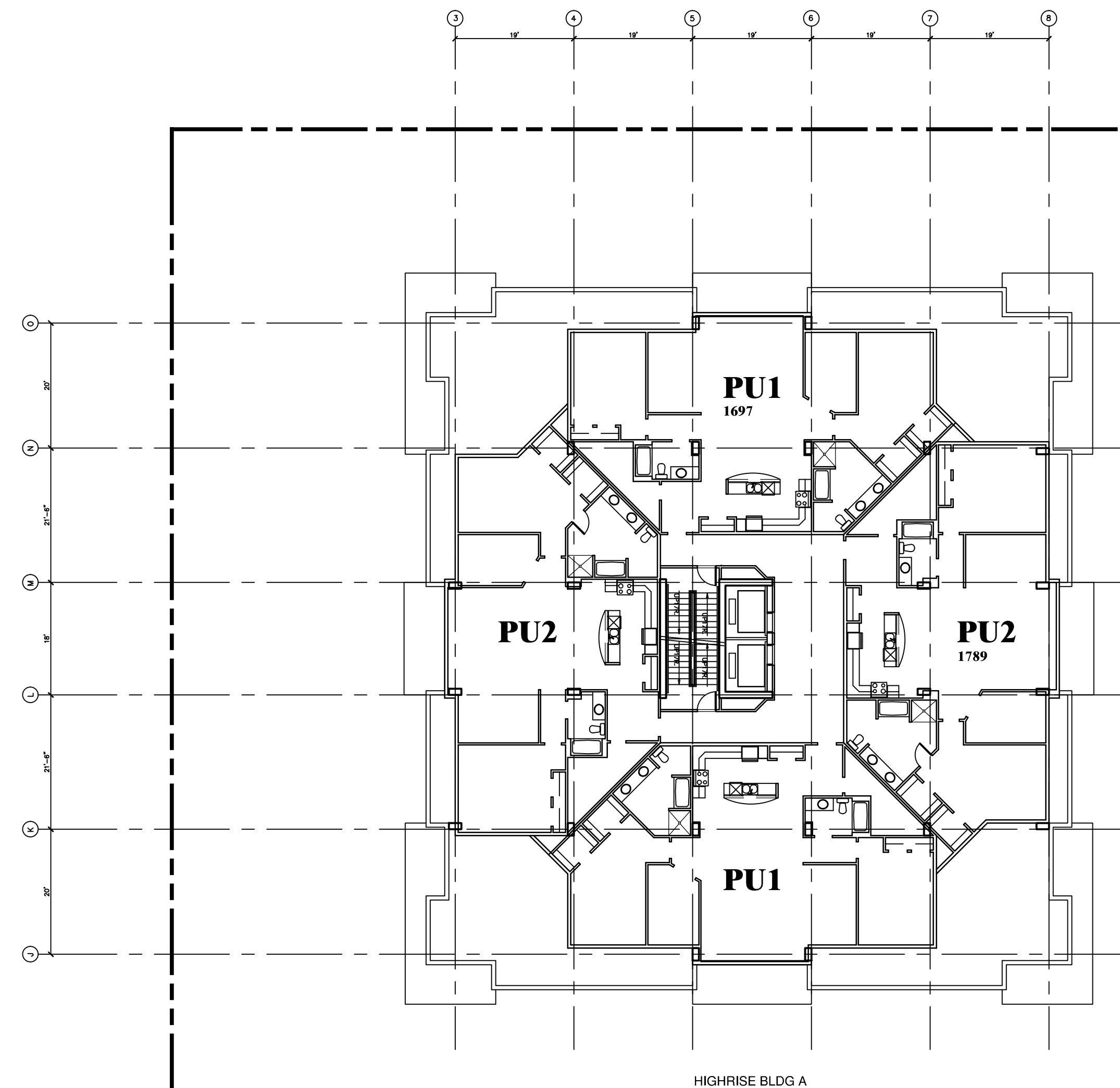




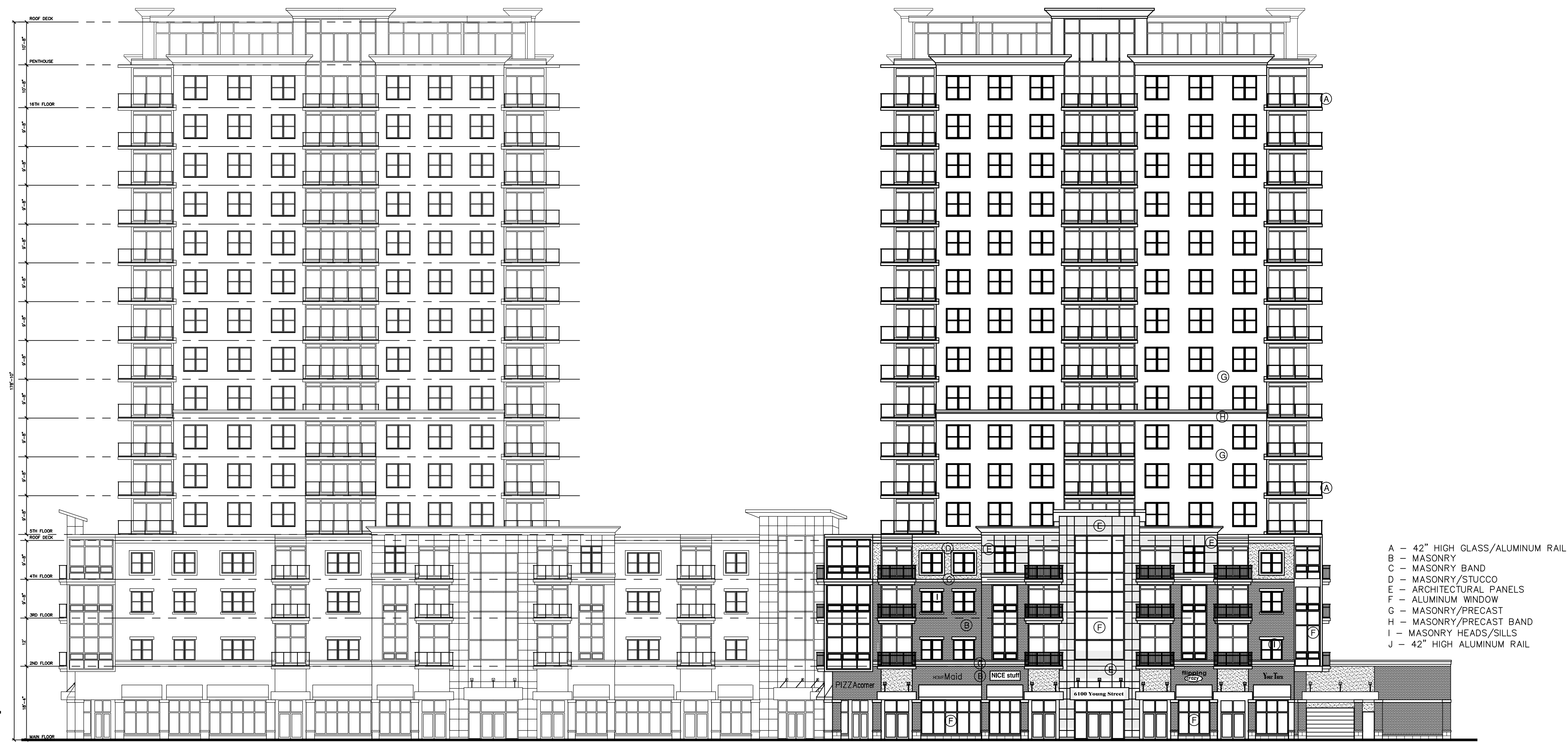
# Schedule J

## Residential-Lever Penthouse

### Plan # 17256-009



Schedule K  
North Elevation (Young St.)  
Plan # 17256-010



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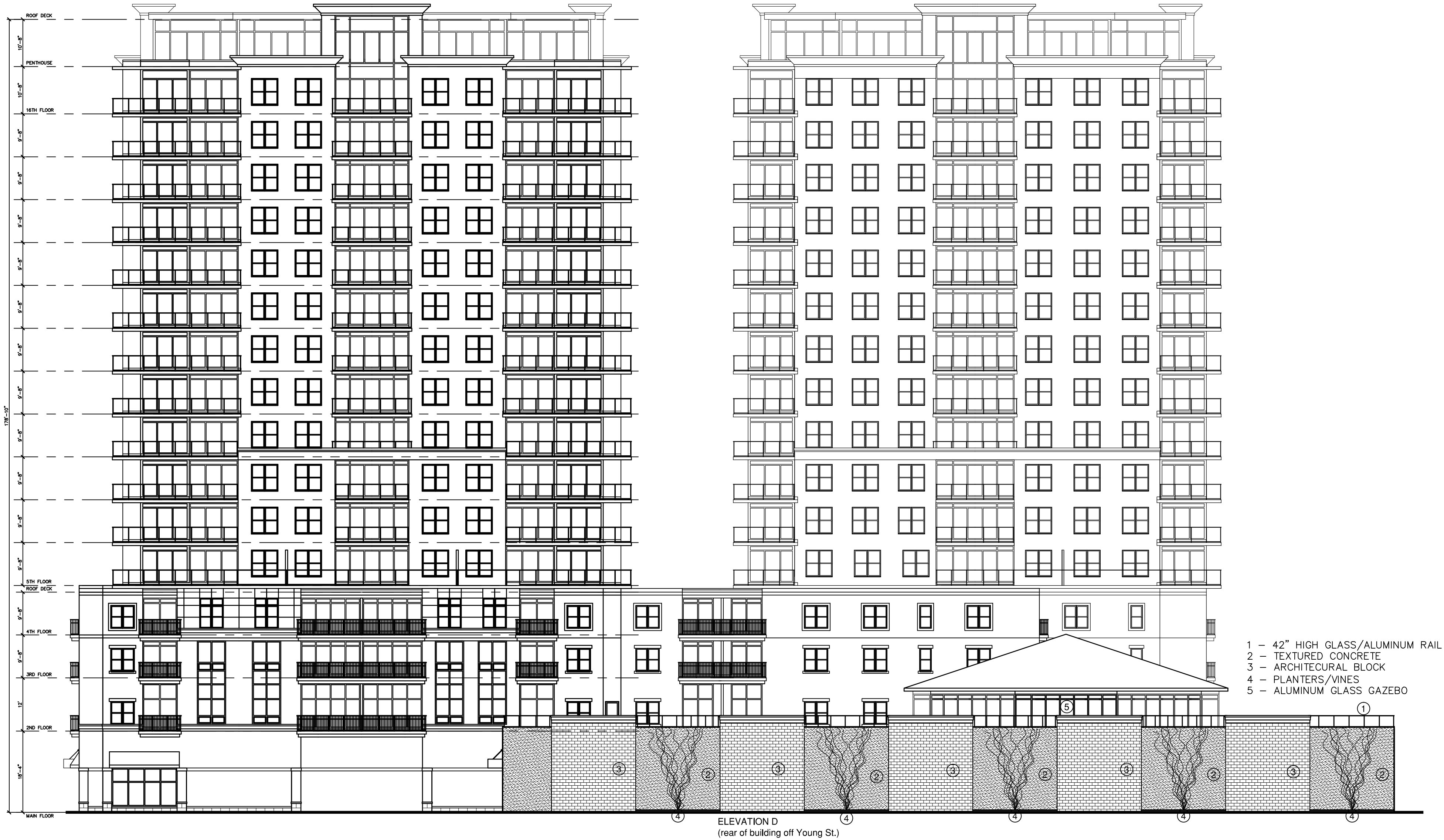
ELEVATION A  
(Young Street)

Schedule L  
East Elevation (Monaghan Dr.)  
Plan # 17256-011



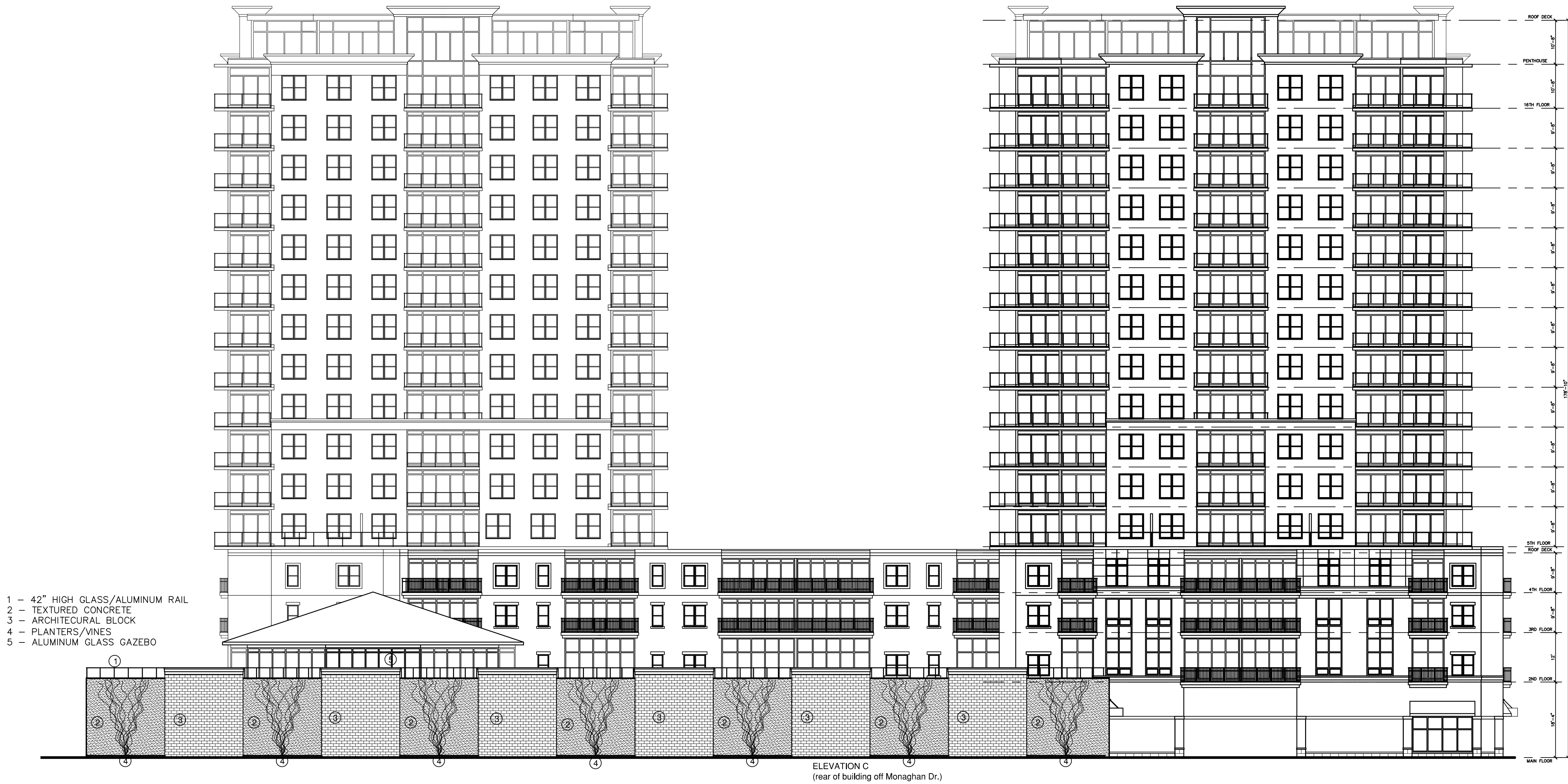
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Schedule M  
South Elevation  
Plan # 17256-012



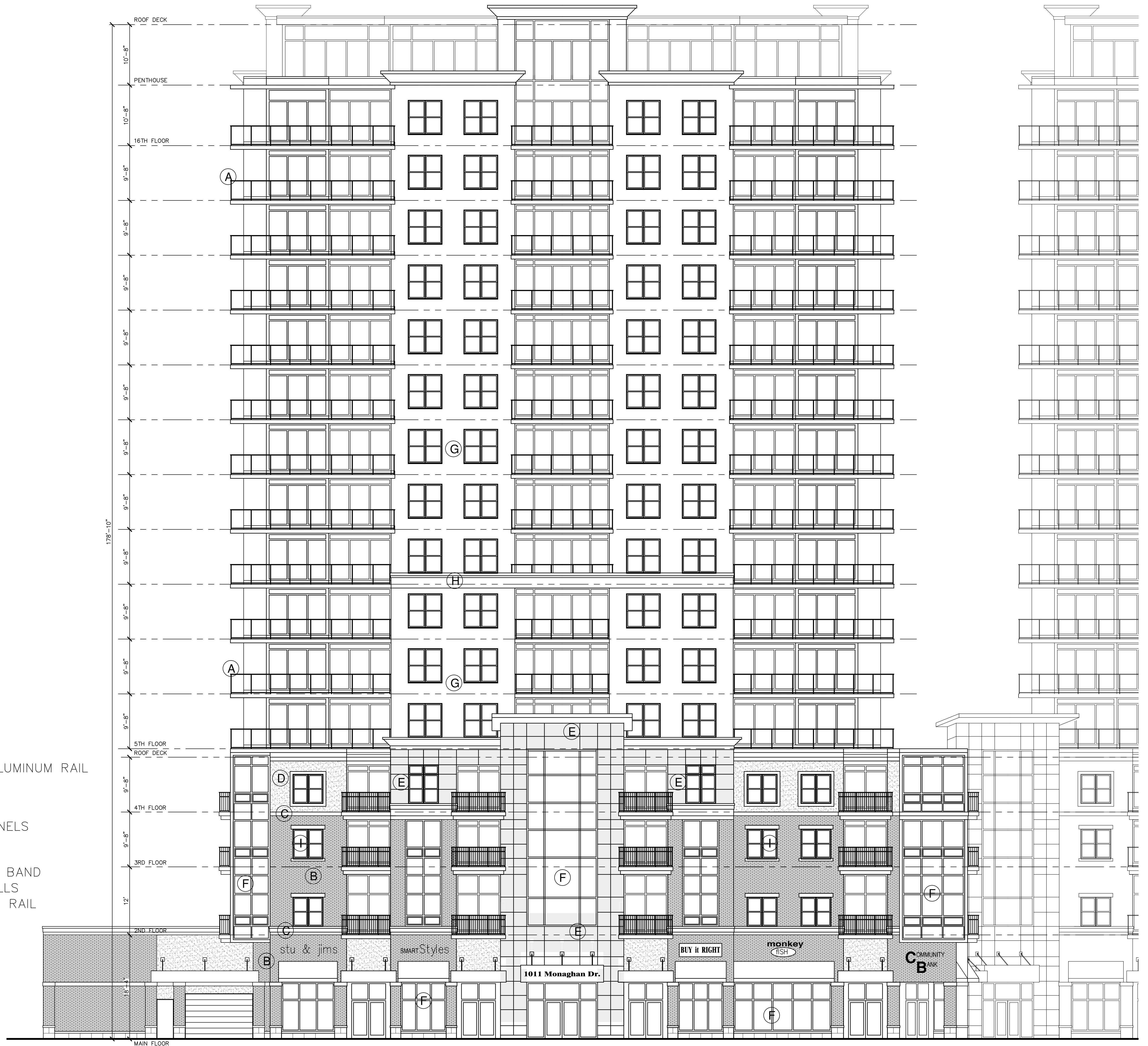
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Schedule N  
West Elevation  
Plan # 17256-013



## Plan # 17256-014

- A – 42" HIGH GLASS/ALUMINUM RAIL
- B – MASONRY
- C – MASONRY BAND
- D – MASONRY/STUCCO
- E – ARCHITECTURAL PANELS
- F – ALUMINUM WINDOW
- G – MASONRY/PRECAST
- H – MASONRY/PRECAST BAND
- I – MASONRY HEADS/SILLS
- J – 42" HIGH ALUMINUM RAIL



Schedule P  
Elevation Detail  
Plan # 17256-015



- A - 42" HIGH GLASS/ALUMINUM RAIL
- B - MASONRY
- C - MASONRY BAND
- D - MASONRY/STUCCO
- E - ARCHITECTURAL PANELS
- F - ALUMINUM WINDOW
- G - MASONRY/PRECAST
- H - MASONRY/PRECAST BAND
- I - MASONRY HEADS/SILLS
- J - 42" HIGH ALUMINUM RAIL