



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 10.1.2
Halifax and West Community Council
August 6, 2014

TO: Chair and Members of Halifax and West Community Council

Original Signed

SUBMITTED BY:

Brad Anguish, Director, Community and Recreation Services

DATE: June 26, 2014

SUBJECT: **Case #19108: Stage II Development Agreement, Block D, Washmill Lake Drive, Halifax**

ORIGIN

Application by Clayton Developments Limited.

LEGISLATIVE AUTHORITY

HRM Charter, Part VIII, Planning & Development

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Approve, by resolution, the Stage II Development Agreement as shown in Attachment "A" of this report to allow for a mixed-use development on Block D, Washmill Lake Drive, Halifax; and
2. Require that the Stage II Development Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

BACKGROUND

An application has been submitted by Clayton Developments Limited, on behalf of the property owner Parnassus Ltd., to enter into a Stage II development agreement for Block D, Washmill Lake Drive, Halifax. The subject site is located to the southeast of the Washmill Lake Drive underpass on a portion of the lands of Clayton Park West Phase 5 in the "Mainland North" area of Halifax (Maps 1 and 2). The site is regulated by a Stage I development agreement which establishes the general layout, concept, and phasing for the development (Map 3). The proposed Stage II development agreement for Block D deals with the specific site design for a 12-storey residential apartment building and two one-storey commercial buildings. The approval of a Stage II development agreement requires a resolution of Halifax and West Community Council.

Location and Surrounding Area

The subject site is located off Washmill Lake Drive (Map 1), and is generally described as follows:

- Approximately 3.27 hectares (8.1 acres) in total area;
- Vacant and mostly tree covered;
- A small wetland area is located at the northern end of the site (Schedules B and C of Attachment A); and
- Existing driveway locations (curb cuts) are in place and will be utilized for the development.

The surrounding area is predominantly comprised of multiple-unit residential buildings, townhouses, various telecommunication towers to the east and south, the Halifax Water reservoir to the east and the Bayers Lake Business Park across Highway 102 to the west.

Designation and Zoning

The subject site is:

- designated Residential Environments in the Municipal Planning Strategy (MPS) for Halifax (Map 1); and
- zoned Schedule K by the Halifax Mainland Land Use By-law (LUB)(Map 2).

The MPS and LUB require development in Schedule K areas to proceed in two stages through the development agreement process. The first stage, which is regulated through the use of a Stage I development agreement, provides a comprehensive concept for the development and includes detail related to such elements as street layouts, types of land use, phasing, and criteria for building design. The second stage, which is regulated through the use of a Stage II development agreement provides for a more detailed plan for each site or phase and is tailored to address each aspect of the development. A Stage II development agreement is guided by the Stage I agreement and focusses on the detailed site and building design. Stage I agreements require public hearings, whereas Stage II agreements simply require a resolution of community council.

Stage I Development Agreement

On January 4, 2010, Chebucto Community Council approved a Stage I development agreement for Clayton Park West Phase 5 (Map 3). The Stage I development agreement allows for a mixed use development including multiple unit residential, townhouse, commercial, institutional and park uses. The Stage I development agreement divides the area into eight large blocks, specifying that Blocks A, B, C and D are to be developed for residential, commercial or institutional uses while Block G is to be deeded to the Municipality for park uses. Block E is to remain under the ownership of Halifax Water and is not for development. Block F will remain under the ownership of Halifax Water and be used for water utility purposes. Block H is to remain under the ownership of the Municipality and is not for development. Population density in Phase 5 is limited to 30 persons per acre and a total of 1,866 people. Many of these blocks have already been developed or are in the process of being developed.

On February 6, 2012, Chebucto Community Council approved amendments to the Stage I development agreement that addressed: the specific distribution of density, the maximum number of multiple units (apartment units) per development block, and clarification of the Stage II approval process.

Proposal

The applicant is requesting that Council approve a Stage II development agreement (Attachment A and Schedules B through H) to enable the development of Block D. The proposed development includes the following:

- A 12-storey residential apartment building containing approximately 193 residential units (of 2 bedroom equivalency);
- Two one-storey commercial buildings containing approximately 15,000 square feet of space;
- A combination of surface parking and enclosed parking within the residential building podium for both motor vehicles and bicycles; and
- Extensive landscaped areas at ground level and on the roof of the podium.

Watershed Advisory Board

The Stage I development agreement indicates that any Stage II proposal which may impact a watercourse will be sent to the Halifax Watershed Advisory Board (HWAB) for their review and recommendations. However, on November 27, 2012, Regional Council approved a motion that consolidated the individual watershed advisory boards to create the Regional Watersheds Advisory Board (RWAB). Planning applications are only to be presented to the RWAB if required by the Municipal Planning Strategy for the plan area. The Halifax MPS does not require such reviews and, therefore, the application was not presented to RWAB. Additionally, with regard to the small wetland at the northern end of the site, the applicant's environmental consultant commented that the wetland is an isolated basin wetland that is not contiguous with a watercourse. The developer is aware of the presence of the wetland and has designed around it to avoid any impact or alteration.

DISCUSSION

Staff have reviewed the Stage II development proposal and advise that it is consistent with the Stage I development agreement and the relevant MPS policies. Attachment A contains the proposed development agreement for the subject site and specifies the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- limits on the population density for residential and commercial uses;
- establishes controls on the exterior appearance and materials of the buildings;
- limits the amount of site disturbance;
- places limitations on the type of commercial uses;
- detailed landscaping requirements and submission of landscape plan prior to construction;
- controls the size and type of signs;
- establishes requirements for parking areas, lighting, screening and maintenance of the development; and
- requires confirmation that municipal services and environmental protection measures for the development are in place and are acceptable.

In staff's opinion, the attached development agreement will permit a mixed-use development that is appropriate and compatible with its surroundings. Of the matters addressed by the proposed development agreement, the following have been identified for more detailed discussion.

Building Design

The Stage I development agreement outlines design guidelines for buildings on each of the blocks. The guidelines place controls on architectural detailing and treatment, the use of the building, and the location of certain materials and functional elements.

The proposed Stage II development agreement includes a series of building elevations and a perspective with a list of materials to be used (Schedules D through H of Attachment A) which are consistent with the design guidelines of the Stage I development agreement. The proposed buildings must be constructed in conformance with these Schedules.

Environmental Concerns

As required by the Stage I development agreement, the proposed Stage II development agreement requires that detailed Erosion and Sedimentation Control and Stormwater Management plans be prepared prior to site work, reviewed by staff prior to construction and forwarded to the RWAB for information purposes only. As noted, the proposed Stage II development agreement also requires a non-disturbance area, which includes land surrounding the wetland and sloping land to the rear of the commercial sites.

The subject area is known to contain sulphide bearing slates. Any disturbance to these slates during construction must be undertaken in accordance with the requirements of Nova Scotia Environment.

Conclusion

The development of a 12-storey residential apartment building and two one-storey commercial buildings on Block D of Clayton Park West Phase 5, as provided for in the proposed Stage II development agreement in Attachment A of this report, is consistent with the Stage I development agreement and the MPS. As such, it is recommended that Halifax and West Community Council approve the proposed Stage II development agreement.

FINANCIAL IMPLICATIONS

There are no financial 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.

COMMUNITY ENGAGEMENT

As the Stage I development agreement identifies all Stage II amending agreements as non-substantive matters, community engagement is not required for this application. However, information related to the application has been advertised on the Halifax Regional Municipality website. The applicant has also placed a sign on the property giving notice of the application.

ENVIRONMENTAL IMPLICATIONS

No additional concerns have been identified beyond those raised in this report.

ALTERNATIVES

1. Halifax and West Community Council may choose to approve the proposed Stage II development agreement subject to modifications. This may necessitate further negotiation with the applicant and the preparation of a supplementary staff report.
2. Halifax and West Community Council may choose to refuse the proposed Stage II development agreement, and in doing so, must provide reasons based on a conflict with MPS policies and the Stage I development agreement. This alternative is not recommended. A decision of Council to refuse the proposed Stage II amending agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Map 1 Generalized Future Land Use
Map 2 Zoning
Map 3 Stage I Concept Plan

Attachment A Proposed Stage II Development Agreement

Note: The Stage I Development Agreement is available upon request.

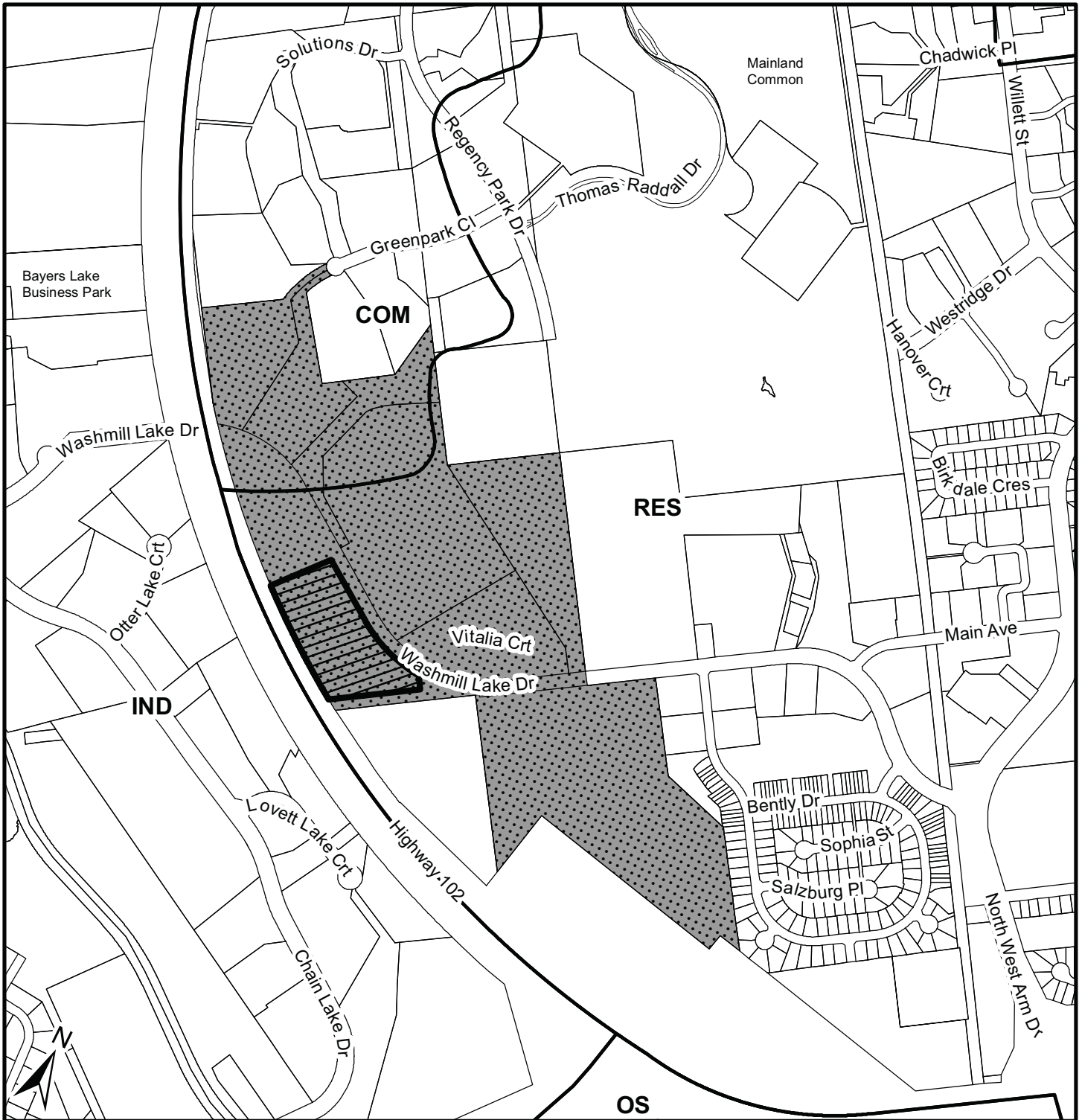
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Paul Sampson, LPP, Planner, Development Approvals, 490-6259

Original Signed 

Report Approved by:


Kelly Denty, Manager, Development Approvals, 490-4800



Map 1 - Generalized Future Land Use

Washmill Lake Drive
Halifax

HALIFAX



Extent of Existing Stage I Agreement

Block D

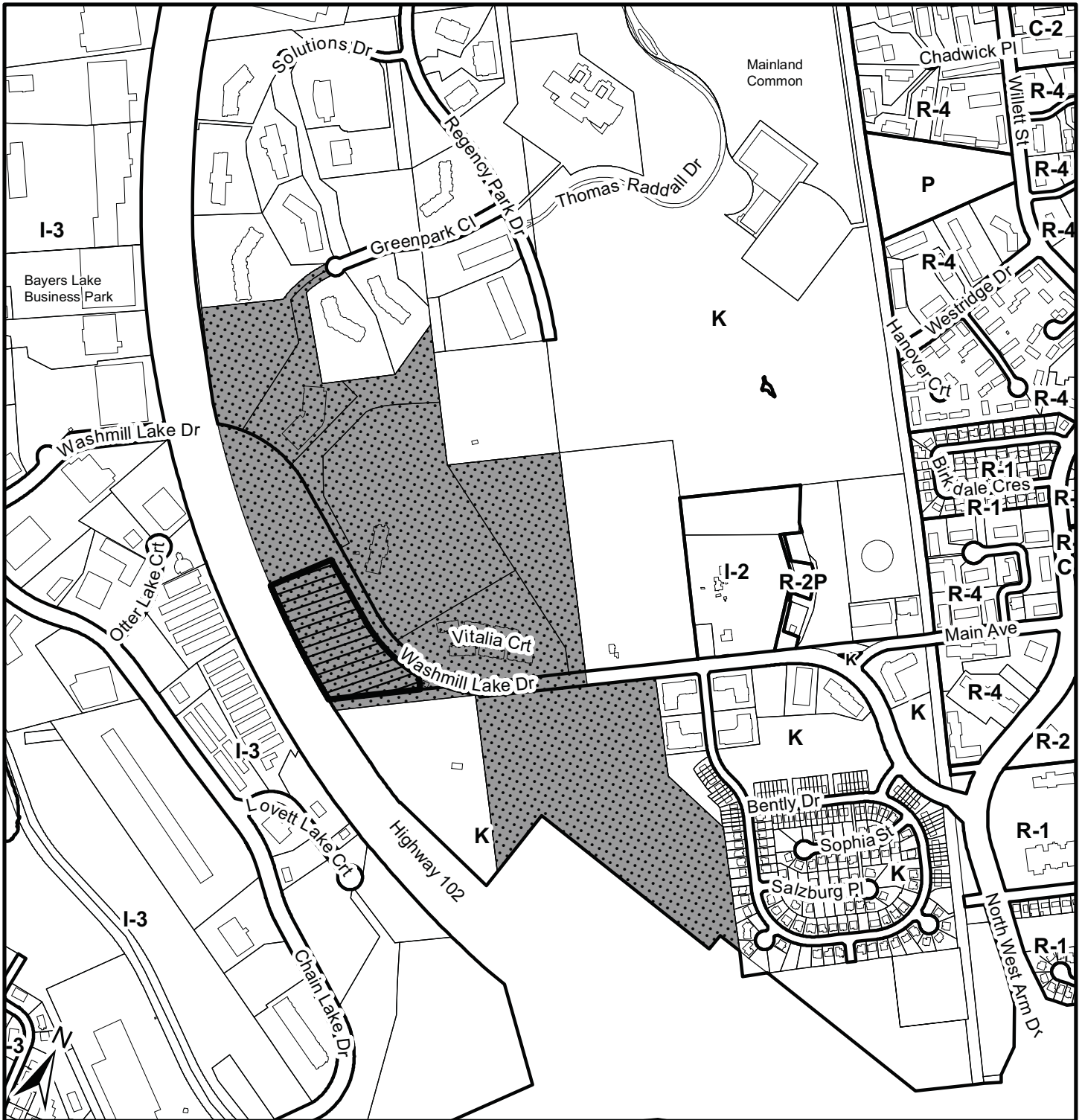
Designation

- RES Residential Environments
- COM Commercial
- IND Industrial
- OS Major Community Open Spaces

This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

Halifax Plan Area



Map 2 - Zoning

Washmill Lake Drive
Halifax

 Extent of Existing Stage I Agreement

 Block D

Halifax Mainland
Land Use By-Law Area

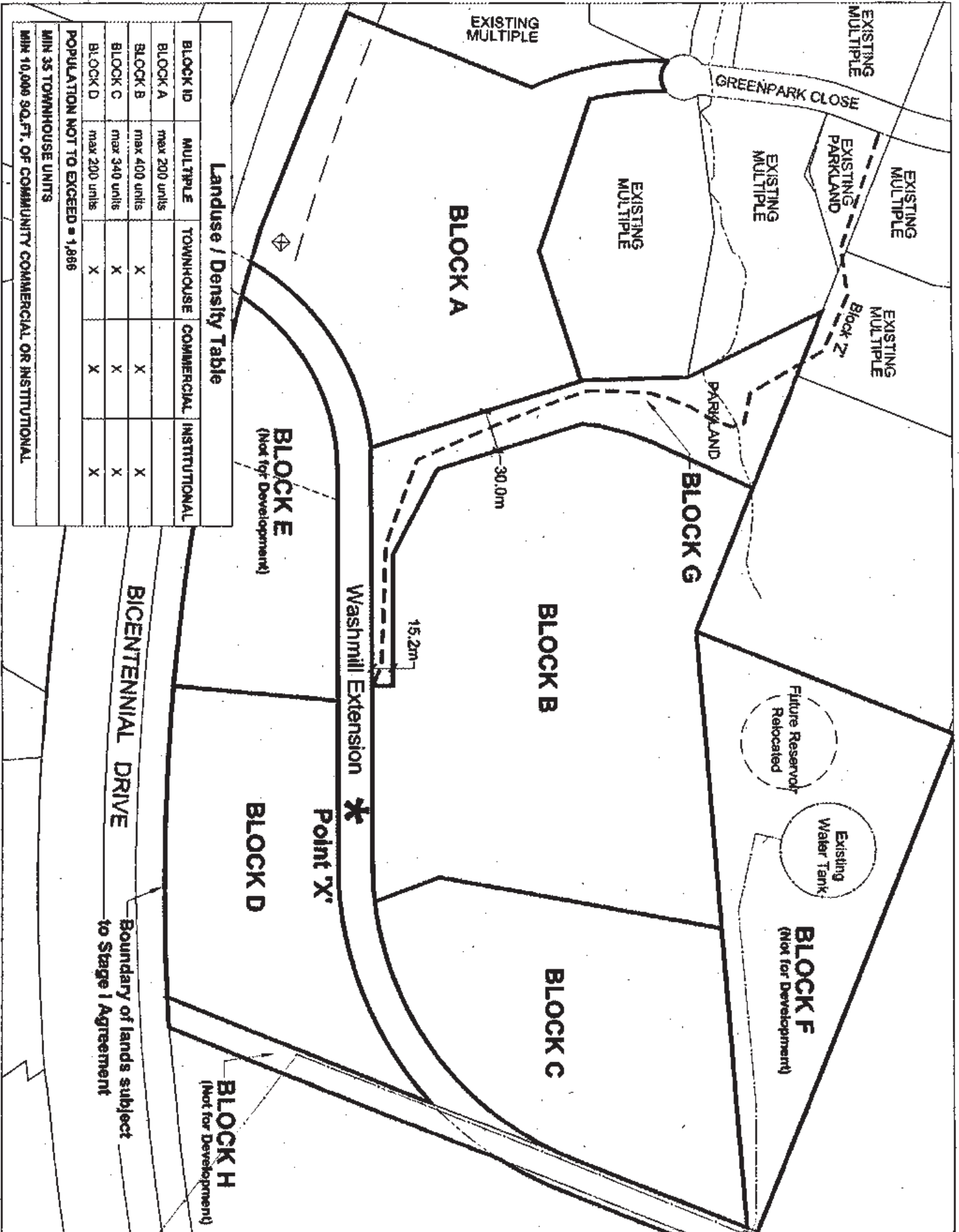
Zone

- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-4 Multiple Dwelling
- C-2 General Business
- I-2 Radio Transmitter
- I-3 General Industrial
- K Schedule K
- P Park and Institutional



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.



Landuse / Density Table

BLOCK ID	MULTIPLE	TOWNHOUSE	COMMERCIAL	INSTITUTIONAL
BLOCK A	max 200 units			
BLOCK B	max 400 units	X	X	X
BLOCK C	max 340 units	X	X	X
BLOCK D	max 200 units	X	X	X

POPULATION NOT TO EXCEED = 1,886

MIN 35 TOWNHOUSE UNITS

MIN 10,000 SQ.FT. OF COMMUNITY COMMERCIAL OR INSTITUTIONAL

Attachment A:
Proposed Stage II Development Agreement

THIS AGREEMENT made this day of , 20 ,

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 PID **[Insert PID #s]**, Block D, Washmill Lake Drive, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Chebucto Community Council of the Halifax Regional Municipality approved a Stage I Development Agreement with Clayton Developments Limited and The Shaw Group Limited and Halifax Regional Water Commission to allow for the primary design and planning of a mixed commercial / residential development (Clayton Park West Phase 5) on January 4, 2010 (Municipal Case No. 01304), which said Development Agreement was registered at the Halifax County Land Registration Office as Document No. 95611076 (hereinafter called the "Existing Stage I Agreement");

AND WHEREAS the Chebucto Community Council for the Municipality amended the Stage I Agreement to address density distribution, the maximum number of multiple units per development block, and the clarification of the Stage II approval process on February 6, 2012 (Municipal Case No. 17123), which said Amending Development Agreement was registered at the Halifax County Land Registration Office as Document No. 100476598 (hereinafter called the "First Amending Stage I Agreement");

AND WHEREAS the Developer has requested that the Municipality enter into a Stage II Development Agreement to allow for the mixed-use development of Block D with a 12-storey residential apartment building and two 1-storey commercial buildings pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to the Existing Stage I Agreement;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on [Insert - Date], referenced as Municipal Case Number 19108;

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, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Halifax Mainland and the 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 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: DEFINITIONS

2.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 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 19108:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D	Elevations - Front
Schedule E	Elevations - Side
Schedule F	Elevations - Rear
Schedule G	Building Perspective/ Material List
Schedule H	Elevations - Commercial

3.2 Requirements Prior to Approval

3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide (4) copies of the following to the Development Officer:

- (a) A detailed Site Disturbance plan prepared by a Professional Engineer in accordance with Section 5.1.1 (a) and Section 3.4.4 of this Agreement;
 - (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (b) and Section 3.4.4 of this Agreement; and
 - (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (c) and Section 3.4.4 of this Agreement.
- 3.2.2 Site work on the Lands shall not commence unless the Development Officer has confirmed that the plans required pursuant to Section 3.2.1 of this Agreement have been submitted and are in conformance with Section 3.4.4 of this Agreement.
- 3.2.3 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer:
- (a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.8 of this Agreement and acceptable to the Development Officer.
- 3.2.4 Upon to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer in accordance with the terms of this Agreement:
- (a) Certification from a Landscape Architect, in accordance with Section 3.8 of this Agreement, indicating that the Developer has complied with landscaping required pursuant to this Agreement or Security in accordance with Section 3.8.4;
 - (b) Confirmation of the completion of the construction and commissioning of a water booster station and water transmission main to Halifax Water's Design and Construction Specifications.
- 3.2.5 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 until after an Occupancy Permit has been issued by the Municipality. Upon the issuance of an Occupancy Permit, the Developer shall comply 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.

3.3 General Description of Land Use

- 3.3.1 The uses of the Lands permitted by this Agreement are the following:

- (a) A 12-storey residential apartment house;
- (b) Two one-storey commercial buildings; and
- (c) Uses accessory to the above uses.

3.3.2 The residential density for Block D shall not exceed 434.25 persons and shall be in accordance with Schedule B and Section 3.4 of the Existing Stage I Agreement. Density is to be calculated on the basis of 1 person for each bachelor unit, 2 persons for each one-bedroom unit and 2.25 persons for each unit of 2 bedrooms or greater.

3.3.3 The residential apartment house shall comply with the provisions of this Agreement and the Existing Stage I Agreement in lieu of the requirements of the R-4 (Multiple Dwelling) zone of the Halifax Mainland Land Use By-law.

3.3.4 Permitted uses for the commercial buildings shall be those of the C-2A (Minor Commercial) zone of the Halifax Mainland Land Use By-law (Section 38A(1)) with the exception of 38A(1)(la) and (lc). The commercial buildings shall not exceed a combined total floor area of 15,000 square feet.

3.4 Siting and Architectural Requirements

3.4.1 The residential and commercial development shall be in conformance with Schedules B through H of this Agreement.

3.4.2 Further to 3.4.1, the materials and design shown on Schedule H shall apply to both commercial buildings.

3.4.3 The Development Officer may approve minor modifications to the exterior appearance and materials of the buildings, provided such modifications conform to the guidelines of Schedule C of the Existing Stage I Agreement.

3.4.4 No development or disturbance of any kind shall be permitted beyond the “limit of disturbance” area as shown on Schedule C.

3.4.5 Pursuant to Subsection 3.9.2 of the Existing Stage I Agreement, the Developer shall be responsible for any mitigation methods, if required, to the buildings and site in order to address any issues regarding radio frequency (RF) emissions such as interference with electronic devices and cellular telephone coverage.

3.5 SUBDIVISION OF THE LANDS

3.5.1 Subdivision of the Lands shall be permitted in order to allow each commercial building and the residential building to be located on their own properties, as per Schedule B.

3.6 PARKING, CIRCULATION AND ACCESS

3.6.1 The private driveways and vehicle parking areas shall be as shown on Schedules B and C.

- 3.6.2 The vehicle parking areas shall be finished with a hard surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer.
- 3.6.3 The limits of the parking areas shall be defined by fencing, landscaping or curb or a combination thereof.

3.7 OUTDOOR LIGHTING

- 3.7.1 Outdoor lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.8 LANDSCAPING

- 3.8.1 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the Landscape Plan as shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.8.2 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.
- 3.8.3 At the time of issuance of any 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 Agreement.
- 3.8.4 Notwithstanding Section 3.8.3, where the weather and time of year does not allow the completion of the outstanding landscape works to be completed at the time of the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared 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 this section of the Agreement. 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.

3.9 MAINTENANCE

3.9.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and private driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

3.9.2 At the time of issuance of an Occupancy Permit, all disturbed areas located in the HRM right-of-way shall be reinstated to original condition or better as determined by the Development Engineer.

3.10 TEMPORARY CONSTRUCTION BUILDING

3.10.1 A building 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 building shall be removed from the Lands prior to the issuance of the Occupancy Permit for the last building.

3.11 SCREENING

3.11.1 Refuse containers located outside the buildings shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

3.11.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Washmill Lake Drive and HRM Parkland. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.11.3 Mechanical equipment shall be permitted on the roof provided the equipment is incorporated in to the architectural treatments and roof structure.

3.12 SIGNS

3.12.1 Commercial signs shall be limited to and comply with the following:

- (a) One shared ground sign shall be permitted for both commercial buildings, not exceeding 20 feet in height and 250 square feet of total sign area per side. The ground sign shall have a minimum setback of 10 feet from the street line;

- (b) Two facia, canopy or projecting signs shall be permitted for each leasable commercial unit, including one on each of the front and rear facades, each of which shall otherwise comply with the C-2A zone of the Halifax Mainland Land Use By-law, as amended from time to time. Commercial end-units shall be permitted one additional such sign located on the side façade; and
- (c) Directional signage shall be permitted on the Lands, subject to Subsection 3.12.2, clauses (b) through (f).

3.12.2 Signs for the residential building shall be limited to and comply with the following:

- (a) A maximum of one (1) ground sign shall be permitted on the Lands for the purposes of identifying the residential development;
- (b) The ground sign shall not exceed six (6) feet in height above established grade;
- (c) The ground sign shall be setback a minimum of five (5) feet from any abutting property;
- (d) The ground sign shall not exceed a sign face width of ten (10) feet;
- (e) The ground sign shall not be internally illuminated or backlit;
- (f) Ornamental plants shall be incorporated around the entire base of the ground sign;
- (g) Directional signage shall be permitted on the Lands, subject to clauses (b) through (f) of this Section; and
- (h) One (1) temporary ground sign depicting the name or corporate logo of the Developer shall be permitted on the Lands prior to the issuance of the first Occupancy Permit. The temporary ground sign shall be removed prior to the issuance of the last residential occupancy permit.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy HRM's Municipal Design Guidelines and the latest edition of Halifax Water's Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

4.2 Off-Site Disturbance

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.3 Solid Waste Facilities

The residential apartment building shall include designated space for five stream (garbage, recycling, paper, cardboard and organics) 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 as per By-law S-600.

4.4 Water Services

No Occupancy Permit shall be issued until such time as the Development Officer is provided with written confirmation from Halifax Water of the completion of the construction and commissioning of a water booster station and water transmission main within the street right-of-way to Halifax Water's Design and Construction Specifications.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

- 5.1.1 Prior to the commencement of any site work on the Lands for construction of streets and services, including grade alteration or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer four (4) copies of a detailed Site Disturbance Plan, prepared, stamped and certified by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer four (4) copies of a detailed Erosion and Sedimentation Control Plan prepared, stamped and certified by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and,
 - (c) Submit to the Development Officer four (4) copies of a detailed Subdivision Grading Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate stormwater management system. The Subdivision Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

5.1.2 In accordance with the Existing Stage I Agreement as amended, plans required pursuant to clauses 5.1.1 (b) and 5.1.1 (c) of this Agreement shall be forwarded to the Halifax Regional Watershed Advisory Board for information purposes.

5.2 Stormwater Management System

5.2.1 The Developer agrees to construct at his own expense the Stormwater Management System pursuant to Subsection 5.1.1(c). The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.

5.2.2 The Developer agrees, at its own expense, to maintain in good order all stormwater facilities on the Lands.

5.3 Failure to Conform to Plans

5.3.1 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

5.4 Presence of acid-bearing slates

5.4.1 Where the development of the Lands involves the disturbance of potentially sulphide bearing material (Halifax Slates), Nova Scotia Environment will require an initial screening of the bedrock on the site to be performed in accordance with the sulphite bearing material disposal regulations.

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 4 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 the issuance of a Construction Permit for the first building.
- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period 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

- 6.4.1 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 Halifax Mainland as may be amended from time to time.
- 6.4.2 For the purposes of this section, completion of development means the issuance of the final occupancy permit.
- 6.4.3 If the Developer fails to complete the development after 6 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 14 days written notice of the failure or default, then in each such case:

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

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

SIGNED, SEALED AND DELIVERED
in the presence of:

=====

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

(Insert Registered Owner Name)

Per: _____

Per: _____
=====

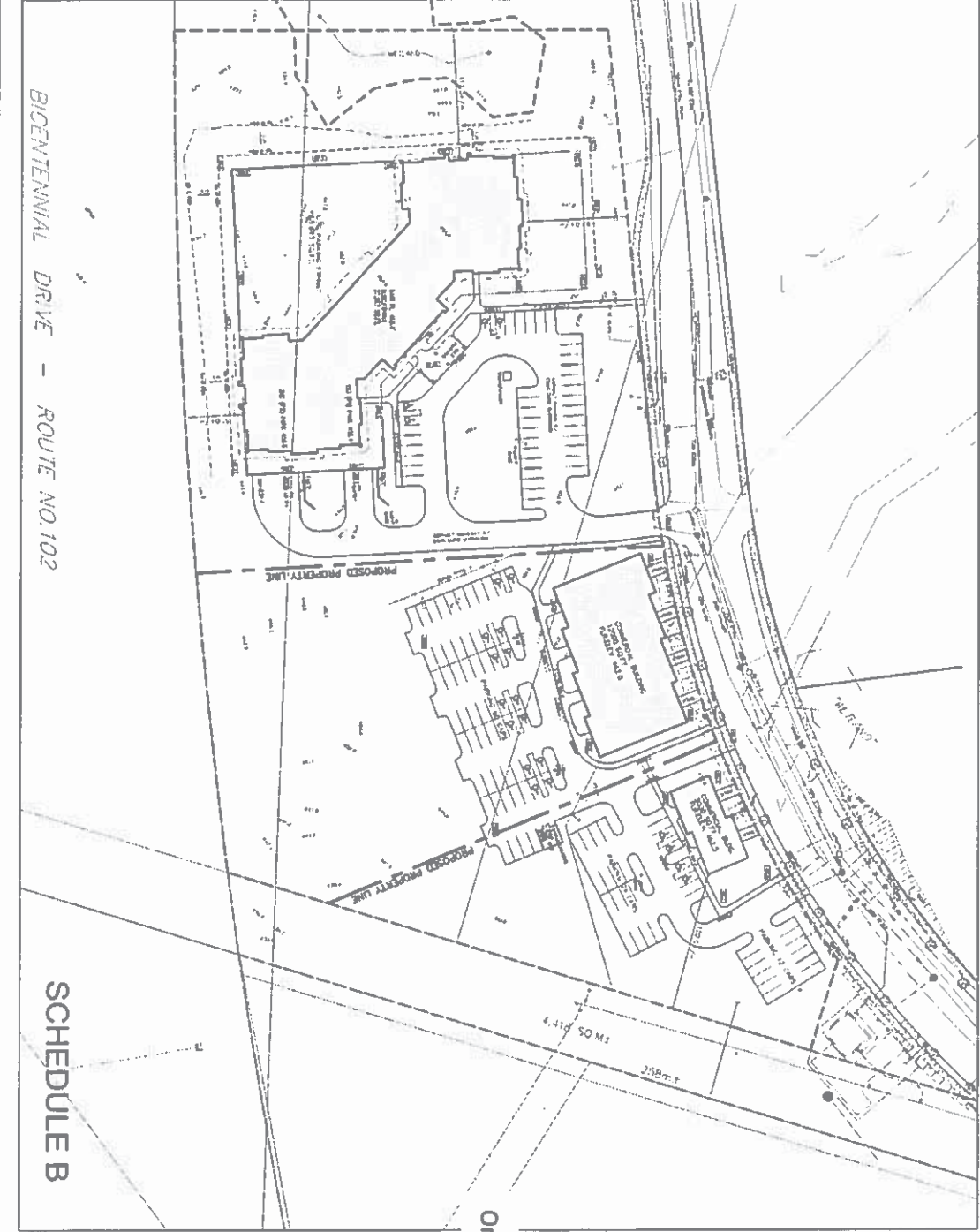
**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____

Mayor

Per: _____

Municipal Clerk



BIENNIAL DRIVE - ROUTE NO. 102

SCHEDULE B

		<p>Original Signed</p>
<p>Paul Slurry Associates, Ltd. ARCHITECTS 12000 FM 1979, SUITE 100 HOUSTON, TEXAS 77056 TEL: 281-460-7121 FAX: 281-460-7122 WWW.PSLURRY.COM</p>		<p>1. BE CONSTRUCTOR & SUBMITTER OF ALL CONSTRUCTION PERMITS AND APPLICATIONS FOR PERMITS TO CONSTRUCT TO THE CITY OF HOUSTON, TEXAS.</p> <p>2. BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPLICATIONS FOR PERMITS TO CONSTRUCT FROM THE CITY OF HOUSTON, TEXAS.</p> <p>3. BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPLICATIONS FOR PERMITS TO CONSTRUCT FROM THE STATE OF TEXAS.</p> <p>4. BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPLICATIONS FOR PERMITS TO CONSTRUCT FROM THE FEDERAL GOVERNMENT.</p> <p>5. BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPLICATIONS FOR PERMITS TO CONSTRUCT FROM ANY OTHER AGENCY OR AUTHORITY.</p> <p>6. BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPLICATIONS FOR PERMITS TO CONSTRUCT FROM ANY OTHER AGENCY OR AUTHORITY.</p> <p>7. BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPLICATIONS FOR PERMITS TO CONSTRUCT FROM ANY OTHER AGENCY OR AUTHORITY.</p> <p>8. BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPLICATIONS FOR PERMITS TO CONSTRUCT FROM ANY OTHER AGENCY OR AUTHORITY.</p> <p>9. BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPLICATIONS FOR PERMITS TO CONSTRUCT FROM ANY OTHER AGENCY OR AUTHORITY.</p> <p>10. BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPLICATIONS FOR PERMITS TO CONSTRUCT FROM ANY OTHER AGENCY OR AUTHORITY.</p>
<p>PROJECT: RETAIL, KANSAS 12000 FM 1979, SUITE 100 HOUSTON, TEXAS 77056 12/15/2017 12/15/2017</p>		<p>DATE: 12/15/2017</p>
<p>SCALE: SIT PLAN</p>		<p>PROJECT NO: A1</p>

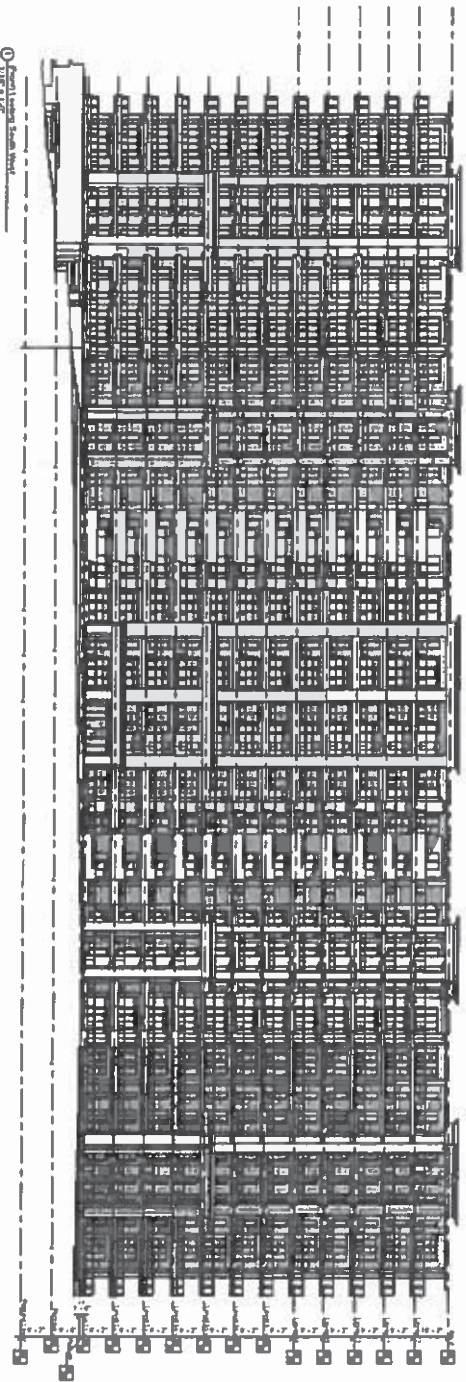
PAUL SHERRY ASSOCIATES ES
 1400/1401 Lonsdale Street
 MELBOURNE VIC 3000
 PH: 03 9439 4300
 FAX: 03 9439 4301
 EMAIL: paul@paulsherry.com.au

NOTES:

1. See CONTRACT DOCUMENTS FOR THE PROJECT FOR THE LOCATION OF THE PROJECT AND THE PROJECT NUMBER.
2. SEE DRAWING 11 FOR THE PROJECT NUMBER AND THE PROJECT NUMBER.
3. THE CLIENT IS RESPONSIBLE FOR THE PROJECT NUMBER AND THE PROJECT NUMBER.
4. THE CLIENT IS RESPONSIBLE FOR THE PROJECT NUMBER AND THE PROJECT NUMBER.
5. THE CLIENT IS RESPONSIBLE FOR THE PROJECT NUMBER AND THE PROJECT NUMBER.



Original Signed



① Section through South West
 V18 01 13

SCHEDULE D

Proposed Residential
 Block 1111/1112/1113/1114
 For: Peninsula United
 Etaxlions-Front

NO	DATE	DESCRIPTION
1	V18 01 13	
2	V18 01 13	
3	V18 01 13	
4	V18 01 13	
5	V18 01 13	
6	V18 01 13	
7	V18 01 13	
8	V18 01 13	
9	V18 01 13	
10	V18 01 13	
11	V18 01 13	
12	V18 01 13	
13	V18 01 13	
14	V18 01 13	
15	V18 01 13	
16	V18 01 13	
17	V18 01 13	
18	V18 01 13	
19	V18 01 13	
20	V18 01 13	
21	V18 01 13	
22	V18 01 13	
23	V18 01 13	
24	V18 01 13	
25	V18 01 13	
26	V18 01 13	
27	V18 01 13	
28	V18 01 13	
29	V18 01 13	
30	V18 01 13	
31	V18 01 13	
32	V18 01 13	
33	V18 01 13	
34	V18 01 13	
35	V18 01 13	
36	V18 01 13	
37	V18 01 13	
38	V18 01 13	
39	V18 01 13	
40	V18 01 13	
41	V18 01 13	
42	V18 01 13	
43	V18 01 13	
44	V18 01 13	
45	V18 01 13	
46	V18 01 13	
47	V18 01 13	
48	V18 01 13	
49	V18 01 13	
50	V18 01 13	
51	V18 01 13	
52	V18 01 13	
53	V18 01 13	
54	V18 01 13	
55	V18 01 13	
56	V18 01 13	
57	V18 01 13	
58	V18 01 13	
59	V18 01 13	
60	V18 01 13	
61	V18 01 13	
62	V18 01 13	
63	V18 01 13	
64	V18 01 13	
65	V18 01 13	
66	V18 01 13	
67	V18 01 13	
68	V18 01 13	
69	V18 01 13	
70	V18 01 13	
71	V18 01 13	
72	V18 01 13	
73	V18 01 13	
74	V18 01 13	
75	V18 01 13	
76	V18 01 13	
77	V18 01 13	
78	V18 01 13	
79	V18 01 13	
80	V18 01 13	
81	V18 01 13	
82	V18 01 13	
83	V18 01 13	
84	V18 01 13	
85	V18 01 13	
86	V18 01 13	
87	V18 01 13	
88	V18 01 13	
89	V18 01 13	
90	V18 01 13	
91	V18 01 13	
92	V18 01 13	
93	V18 01 13	
94	V18 01 13	
95	V18 01 13	
96	V18 01 13	
97	V18 01 13	
98	V18 01 13	
99	V18 01 13	
100	V18 01 13	

A4

NOTES:

1. THIS DRAWING SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

2. THE ARCHITECT HAS NOT CONDUCTED A VISUAL IMPACT ASSESSMENT FOR THIS PROJECT. VISUAL IMPACT ASSESSMENT IS THE RESPONSIBILITY OF THE CLIENT.

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE AND ALL APPLICABLE REGULATIONS AND ORDINANCES.

4. THE ARCHITECT HAS NOT CONDUCTED A STRUCTURAL ANALYSIS FOR THIS PROJECT. STRUCTURAL ANALYSIS IS THE RESPONSIBILITY OF THE CLIENT.

5. THE ARCHITECT HAS NOT CONDUCTED A GEOTECHNICAL ANALYSIS FOR THIS PROJECT. GEOTECHNICAL ANALYSIS IS THE RESPONSIBILITY OF THE CLIENT.

6. THE ARCHITECT HAS NOT CONDUCTED A HYDROLOGICAL ANALYSIS FOR THIS PROJECT. HYDROLOGICAL ANALYSIS IS THE RESPONSIBILITY OF THE CLIENT.

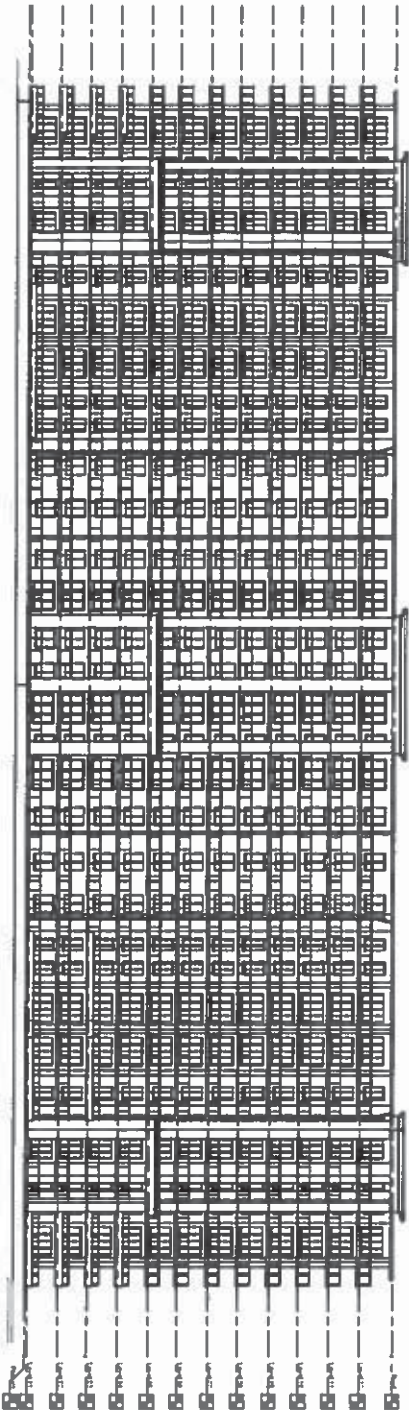
7. THE ARCHITECT HAS NOT CONDUCTED A TRAFFIC ANALYSIS FOR THIS PROJECT. TRAFFIC ANALYSIS IS THE RESPONSIBILITY OF THE CLIENT.

8. THE ARCHITECT HAS NOT CONDUCTED A NOISE ANALYSIS FOR THIS PROJECT. NOISE ANALYSIS IS THE RESPONSIBILITY OF THE CLIENT.

9. THE ARCHITECT HAS NOT CONDUCTED A LIGHTING ANALYSIS FOR THIS PROJECT. LIGHTING ANALYSIS IS THE RESPONSIBILITY OF THE CLIENT.

10. THE ARCHITECT HAS NOT CONDUCTED A SECURITY ANALYSIS FOR THIS PROJECT. SECURITY ANALYSIS IS THE RESPONSIBILITY OF THE CLIENT.

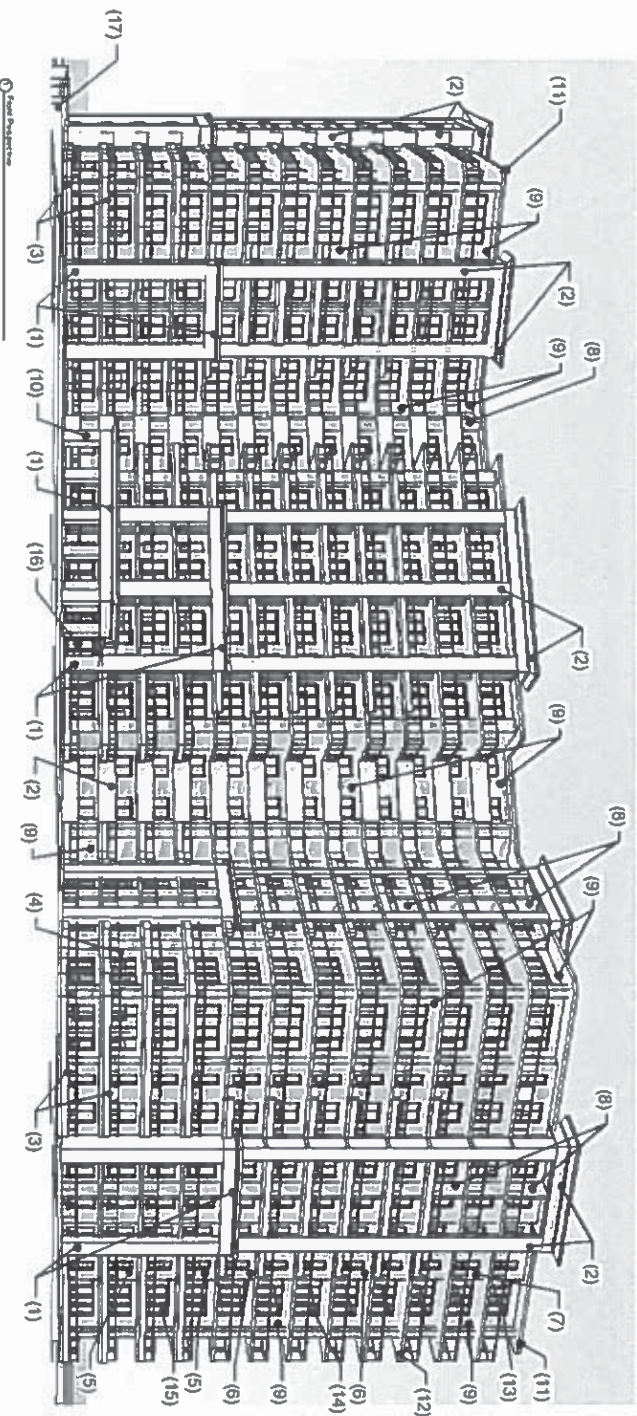
Original Signed



① Elevation-Rear, Section F

SCHEDULE F

Proposed Residential Block D, Westside Court Halifax, N.S. For: Permaplus Limited	
Elevation-Rear	
Scale	1/8" = 1'-0"
Date	01/28/12
Drawn by	DM
Checked by	PS
Project No.	2218
Revision No.	



MATERIAL LIST:

- 1 - Stucco or Masonry or Fiber Cement Panels *Midtone Colour
- 2 - Stucco or Masonry or Fiber Cement Panels *Light Colour
- 3 - Metal or Ceramic *Light Colour
- 4 - Aluminum & Glass *Dark Frames
- 5 - Brick Masonry *Dark Colour
- 6 - Brick Masonry *Midtone Colour
- 7 - Brick Masonry *Light Colour
- 8 - Fiber Cement Siding or Panels *Bright Accent Colour
- 9 - Fiber Cement Siding or Panels *Light Colour
- 10 - Stone Masonry *Midtone Colour
- 11 - Concrete Roof Slab, Flashing *Midtone Colour
- 12 - Concrete Balcony Slabs *Midtone Colour
- 13 - Windows *Light Colour
- 14 - Windows *Midtone Colour
- 15 - Windows *Dark Colour
- 16 - Aluminum Entrance Frames *Midtone Colour
- 17 - Concrete Board or Fiber Cement Panels to cover exposed foundation

SCHEDULE G

Paul Sherry Associates Ltd
 ARCHITECTS
 5011 SANDSTONE PLACE
 MISSISSAUGA, ONT. L4W 5G6
 paulsherry@sherry.ca

PAUL SHERRY ASSOCIATES
 Paul Sherry Associates Ltd
 5011 Sandstone Place
 Mississauga, Ontario L4W 5G6
 Tel: (905) 271-7777
 Fax: (905) 271-7777
 paulsherry@sherry.ca

NOTES:

1. CONSULT THE CITY OF MISSISSAUGA FOR ALL APPLICABLE BY-LAWS AND REGULATIONS.
 2. FOR ALL WORK, REFER TO THE CITY OF MISSISSAUGA WEBSITE FOR THE LATEST REGULATIONS.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CANADIAN BUILT GREEN CERTIFICATION PROGRAM (CBCGP) AND THE GREEN BUILDING INITIATIVE (GBI) GREEN BUILT CERTIFICATION PROGRAM (GBCP).
 4. CONSULT THE CITY OF MISSISSAUGA FOR ALL APPLICABLE BY-LAWS AND REGULATIONS.
 5. CONSULT THE CITY OF MISSISSAUGA WEBSITE FOR THE LATEST REGULATIONS.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE CANADIAN BUILT GREEN CERTIFICATION PROGRAM (CBCGP) AND THE GREEN BUILDING INITIATIVE (GBI) GREEN BUILT CERTIFICATION PROGRAM (GBCP).

Original Signed

DATE	2018
PROJECT	Proposed Residential Block D, Westhill Court Hwy 48, N.S. For: Penarius Limited
DRAWN BY	CS
CHECKED BY	CS
DATE	2018
SCALE	AS SHOWN
PROJECT NO.	A4.3
DATE	2018

