



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

Item No. 13.1.2
Halifax and West Community Council
April 19, 2016

TO: Chair and Members of Halifax and West Community Council

Original Signed

SUBMITTED BY:

Bob Bjerke, Chief Planner & Director, Planning and Development

DATE: March 2, 2016

SUBJECT: **Case 19554: Rockingham South, Halifax Mainland - Phase 1 Amending Development Agreement, Phase 2 Development Agreement, Phase 3 Development Agreement**

ORIGIN

Application by W M Fares Group

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (Charter), Part VIII, Planning & Development

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Approve, by resolution, the Stage II Amending Development Agreement for Phase 1 of Rockingham South as shown in Attachment "A" of this report to allow for a maximum of 6 units within a townhouse block and ground floor local business uses in the multiple unit residential buildings;
2. Approve, by resolution, the Stage II Development Agreement for Phase 2 of Rockingham South as shown in Attachment "B" of this report to allow for 1 mixed use building and 1 multiple unit residential building;
3. Approve, by resolution, the Stage II Development Agreement for Phase 3 of Rockingham South as shown in Attachment "C" of this report to allow for 2 minor commercial buildings and 1 multiple unit residential building;

RECOMMENDATIONS CONTINUED ON PAGE 2

4. Require that the Amending Development Agreement shown in Attachment “A” of this report 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;
5. Require that the Development Agreement shown in Attachment “B” of this report 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; and
6. Require that the Development Agreement shown in Attachment “C” of this report 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 WM Fares Group to consider detailed development plans for Phases 2 and 3 of the Rockingham South development in Halifax (Map 1). The submission also includes a request to amend the detailed development plans for Phase 1 of Rockingham South (Map 1) in relation to local business uses and the number of units per townhouse block. Each proposal is a separate request and can be considered independently.

Subject Site

The following table provides further background relative to the subject site:

Subject Site	Phases 1, 2 and 3 of the Rockingham South development are shown on Map 1. The Rockingham South development also includes a 4th Phase, as shown on Map 3. This application does not include Phase 4 lands.
Location	The Rockingham South development is situated east of Dunbrack Street and northwest of Tremont Plateau Park in Clayton Park, Halifax (Map 1)
Regional Plan Designation	Urban Settlement
Community Plan Designation (Map 1)	Residential Environments under the Halifax Municipal Planning Strategy (MPS)
Zoning (Map 2)	Schedule K under the Halifax Mainland Land Use By-law (LUB)
Size of Site	Approximately 25 hectares (62 acres) in area (for the entire Rockingham South development)
Street Frontage	The Rockingham South development includes the extension of Wentworth Drive and Knightsridge Drive as well as an internal street system as shown on Map 3. As part of detailed development plans for Phase 1, these new public streets were approved and are currently under construction. Existing street frontage also exists along Dunbrack Street as shown on Map 3.
Site Conditions	Partially treed with some wetlands, and extensive cleared areas to facilitate the construction of new public streets, associated infrastructure, and development sites.
Current Land Use	Vacant

Surrounding Land Use(s)	<p>The Rockingham South development is surrounded by a variety of land uses. Surrounding land uses include:</p> <ul style="list-style-type: none">• Lower density residential uses bordering to the north along Chelmsford Place and to the east along Torrington Drive;• Higher density residential development (3 to 4 storey multiple unit residential buildings) to the south along Knightsridge Drive and to the southwest (on the opposite side of Dunbrack Street);• 4 commercial areas located nearby, including to the north (at the intersection of Kearney Lake Road and Parkland Drive), to the south (at Dunbrack Street and Lacewood Drive) and at Langbrae Drive and Dunbrack Street), and to the west (at Farnham Gate Road and Dunbrack Street). At the intersection of Farnham Gate Road and Dunbrack Street, which is directly across Dunbrack Street from the development, commercial uses include a gas station, personal service shops and restaurants.• The abutting Tremont Plateau Park (to the southeast), nearby Rockingham School (to the east), and nearby Knightsridge Drive Fire Station (to the south). Regional amenities such as the Canada Games Centre, Keshen Goodman Library, and Lacewood Transit Terminal are also located in the vicinity (all to the southwest).
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Enabling Policy & Stage I Development Agreement

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, maximum building height, and general site and building design. The second stage, which is regulated through the use of a Stage II development agreement, and guided by the Stage I development agreement, provides for a more detailed plan for each site or phase which is tailored to address each aspect of the development. A Stage II development agreement also addresses detailed site and building design.

History

On March 18, 2013, Halifax and West Community Council approved a Stage I development agreement for the Rockingham South development. The Stage I Development Agreement permits a mix of residential and commercial development which will be developed over 4 phases.

With respect to residential uses, the Stage I development agreement:

- permits a residential population of 2,245 persons for all phases of the development;
- permits up to 369 persons for Phase 2 and up to 139 persons for Phase 3;
- permits an additional 50 persons to be transferred between phases provided the overall residential population does not exceed 2,245 for all phases.

With respect to commercial and community facility uses, the Stage I development agreement:

- permits minor commercial uses on two sites at the western entrance to the Rockingham South development (at Dunbrack Street), provided the total gross floor area does not exceed 2,350 sq. m. (29,295.19 sq. ft.);
- permits local business uses in the ground level of multiple unit residential buildings, provided the total gross floor area does not exceed 4,282 sq. m. (46,091.06 sq. ft.) for the entire Rockingham South development;
- community facility uses in the ground level of multiple unit residential buildings, provided the gross floor area does not exceed 1,858.06 sq. m. (20,000 sq. ft.) for the entire Rockingham South development.

Stage II Development Agreement for Phase 1

A Stage II Development Agreement for Phase 1 was approved by Halifax and West Community Council on June 17, 2014, which allows for single unit dwellings, townhouse style dwellings, and 2 multiple unit residential buildings on new public streets.

Proposal

The applicant has submitted the following 3 requests in relation to the Rockingham South development:

1. Amend the existing Stage II Development Agreement for Phase 1 to allow for:
 - a. 6 units within a townhouse block (the current maximum is 5);
 - b. ground floor local business uses within the 2 multiple unit residential buildings
2. Enter into a Stage II Development Agreement for Phase 2 to allow for:
 - a. a 7 storey mixed use (residential & commercial) building with ground floor local business uses;
 - b. a 7 storey residential building with a small ground floor local business component
3. Enter into a Stage II Development Agreement for Phase 3 to allow for:
 - a. a 7 storey residential building;
 - b. a 2 storey minor commercial building;
 - c. a 1 storey minor commercial building

Each request for an amendment to an existing development agreement, or a new development agreement, can be considered on its own and is not dependant on another.

DISCUSSION

Each proposal has been reviewed and each is consistent with the Stage I development agreement and relevant MPS policies. In order to allow approval of the proposals, three development agreements have been prepared as follows:

- a Stage II Amending Development Agreement for Phase 1 (Attachment A), which allows for a maximum of 6 units per townhouse block and ground floor local business uses within 2 multiple unit residential buildings;
- a Stage II Development Agreement for Phase 2 (Attachment B), which allows for 1 mixed use building and 1 multiple unit residential building; and
- a Stage II Development Agreement for Phase 3 (Attachment C), which allows for 2 minor commercial buildings and 1 multiple unit residential building.

Of the matters addressed by the proposed Agreements, the following have been identified for more detailed discussion.

Townhouse Blocks

The Stage I development agreement permits townhouse development in Phase 1. The Stage II development agreement for Phase 1 provides particular requirements for townhouse development, and includes a provision restricting townhouse blocks to a maximum of 5 units. This provision is inconsistent with the Site Development Plan included as part of the Stage II development agreement for Phase 1, which shows some townhouse blocks with 6 units. Allowing up to 6 units within a townhouse block is appropriate.

Building and Site Design

The Stage I development agreement includes building and site design criteria to be reviewed when considering the development of multiple unit residential buildings and minor commercial buildings. One

criterion provides for a mix of building materials and architectural treatments to break up the massing and the height of buildings. The proposed buildings will have a variety of building materials which includes fibre cement siding, composite panels, glass and masonry. Through the use of different building materials, contrasting tones and architectural styles, building massing is broken up and the overall design provides for visually dynamic buildings.

With respect to site design, the proposed buildings will be required to comply with landscaping plans included as part of the proposed Agreements (Attachments B and C). The landscaping plans include a variety of plantings and call for designated walkways throughout each site.

Local Business Uses

The Stage I development agreement permits local business uses on the ground level of multiple unit residential buildings, provided the total gross floor area does not exceed 4,282 sq. m. (46, 091.06 sq. ft.) for the entire Rockingham South development. The existing Stage II agreement for Phase 1 does not provide for this use, and an amendment to allow ground floor commercial is appropriate as provided in Attachment A. The proposed Agreements for Phases 2 and 3 (Attachments B and C) also allow for local business uses within the ground floor of all multiple unit residential buildings.

Community Facility Uses

Similar to the approach for local business uses, the Stage I development agreement also permits community facility uses in the ground level of multiple unit residential buildings, provided the gross floor area does not exceed 1,858.06 sq. m. (20,000 sq. ft.) for the entire Rockingham South development. As a result, the proposed Agreements for Phases 2 and 3 (Attachments B and C) allow for community facility uses within the ground floor of multiple unit residential buildings.

Conclusion

The proposed Stage II amending development agreement for Phase 1 allows for 6 units within a townhouse block and ground floor local business uses in 2 multiple unit residential buildings (Attachment A). The proposed development agreement for Phase 2 allows for a 7 storey mixed use building and a 7 storey multiple unit residential building (Attachment B). The proposed development agreement for Phase 3 allows for a 7 storey multiple unit residential building, a 2 storey minor commercial building, and a 1 storey minor commercial building (Attachment C). These Agreements are consistent with both the Stage I development agreement and the MPS. As such, it is recommended that Community Council approve the proposed Agreements.

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 these Agreements. The administration of these Agreements can be carried out within the approved 2015/16 budget with existing resources.

COMMUNITY ENGAGEMENT

As the Stage I development agreement identifies all Stage II development 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 site giving notice of the application.

ENVIRONMENTAL IMPLICATIONS

The proposal meets all applicable environmental policies as contained in the Halifax MPS and the Stage I development agreement.

ALTERNATIVES

1. Halifax and West Community Council may choose to approve one or more of the proposed Agreements subject to modifications. This may necessitate further negotiation with the applicant and the preparation of a supplementary staff report. A decision of Council to approve one or more of the Agreements is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Halifax and West Community Council may choose to refuse one or more of the proposed Agreements 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, as the Agreements are consistent with the MPS and the Stage I development agreement. A decision of Council to refuse one or more of the Agreements is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

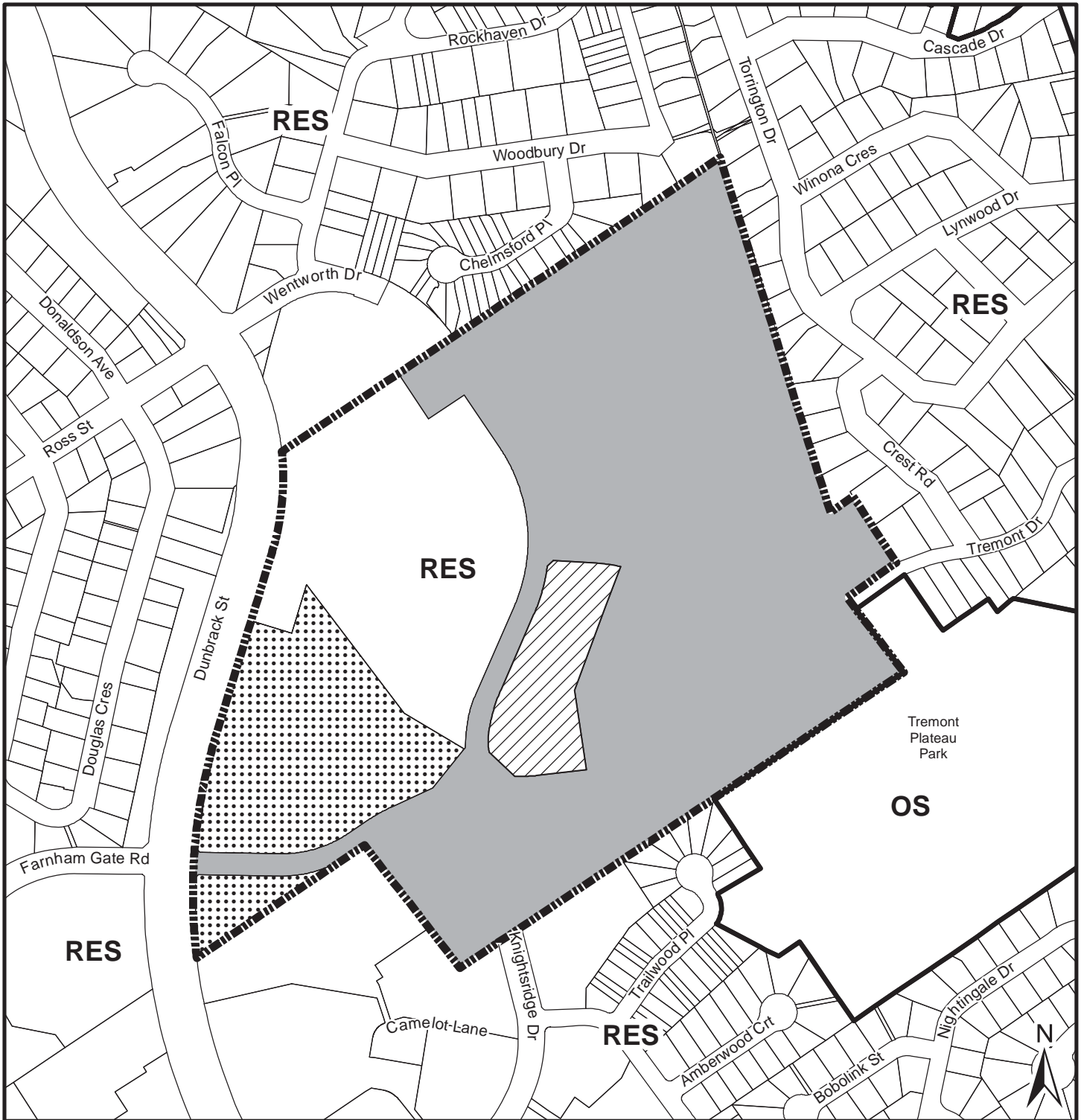
Map 1	Generalized Future Land Use Map
Map 2	Zoning Map
Map 3	Rockingham South Public Street Network
Attachment A	Proposed Stage II Amending Development Agreement for Phase 1
Attachment B	Proposed Stage II Development Agreement for Phase 2
Attachment C	Proposed Stage II Development Agreement for Phase 3
Available Upon Request:	Stage I Development Agreement

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 902-490-4210, or Fax 902-490-4208.

Report Prepared by: Miles Agar, LPP, Planner 1, Development Approvals, 902-490-4495

Original Signed





Report Approved by: _____
Kurt Pyle, Acting Manager of Development Approvals, 902-490-6011



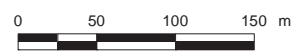
Map 1 - Generalized Future Land Use



Rockingham South
Halifax

-  Area of Rockingham South Stage I development agreement
-  Area of Phase 1
-  Area of Phase 2
-  Area of Phase 3

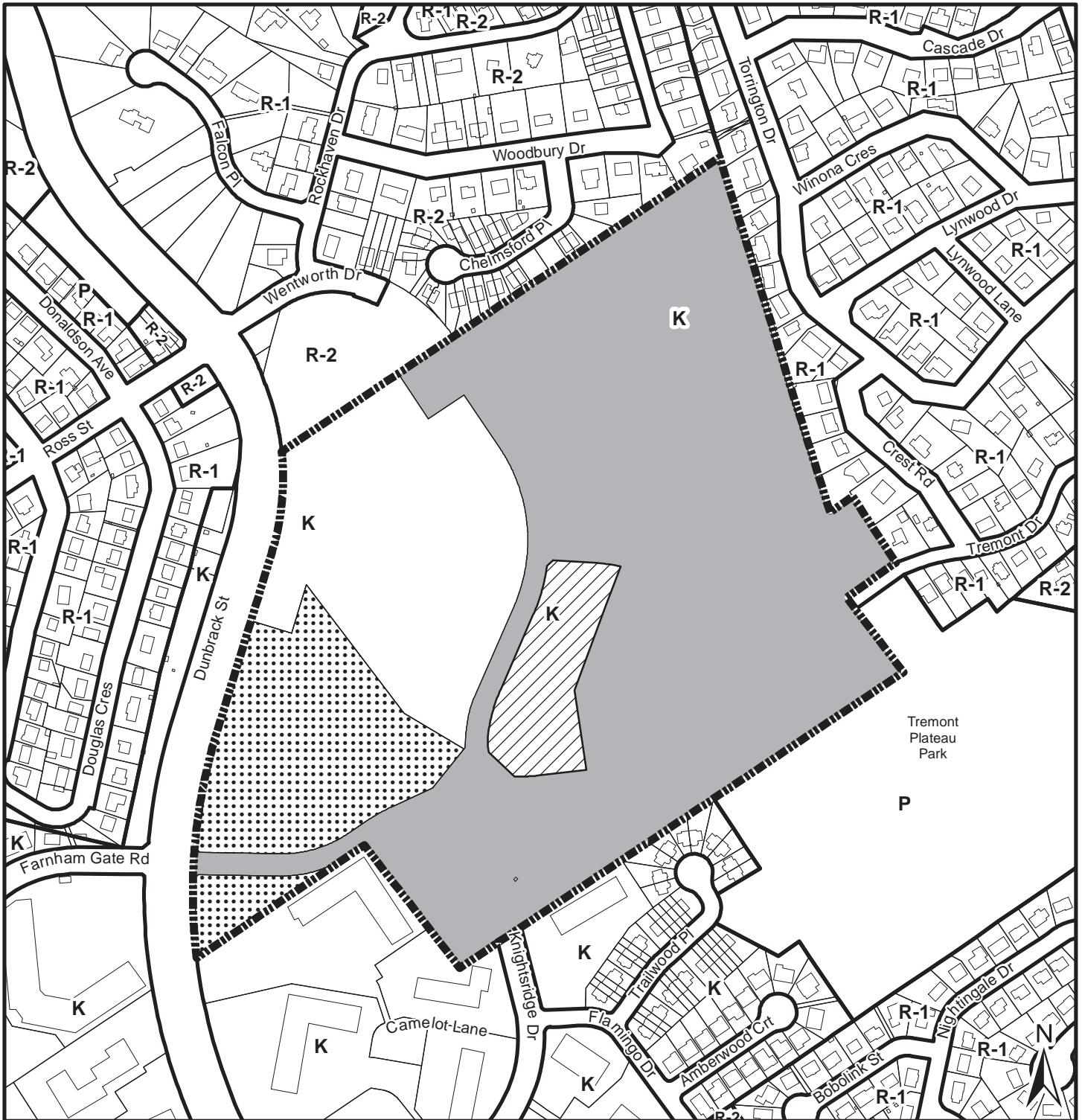
- Designation**
- RES Residential Environments
 - OS Open Space



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





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

Halifax Plan Area



Map 2 - Zoning

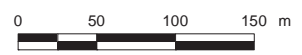
Rockingham South
Halifax

-  Area of Rockingham South Stage 1 development agreement
-  Area of Phase 1
-  Area of Phase 2
-  Area of Phase 3

Halifax Mainland
Land Use By-Law Area

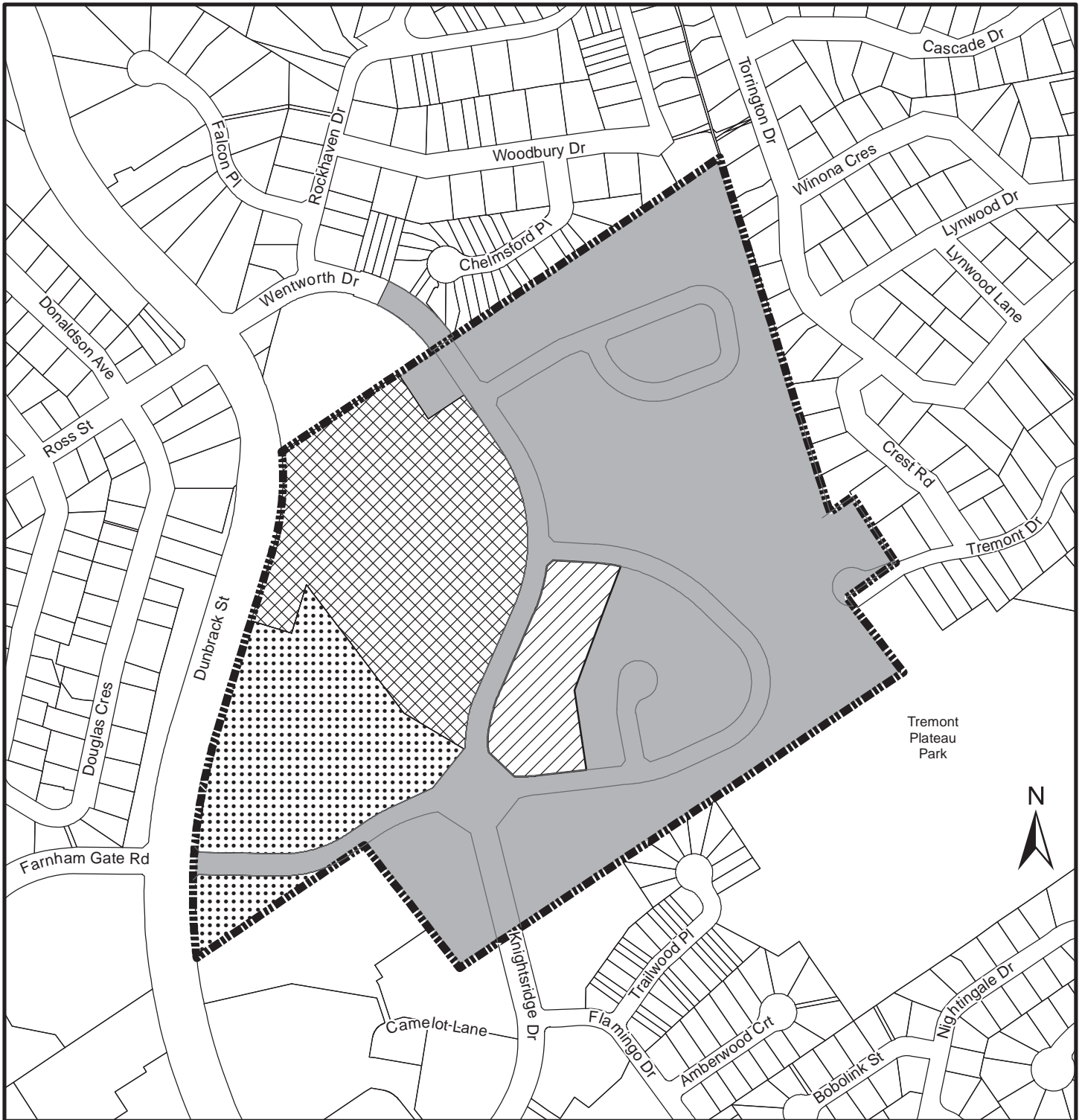
- Zone
- R-1 Single Family Dwelling
 - R-2 Two Family Dwelling
 - P Park and Institutional
 - I-2 General Industrial
 - K Schedule K

HALIFAX



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






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



Map 3 - Rockingham South Public Street Network

HALIFAX

Rockingham South
Halifax

-  Area of Rockingham South Stage I development agreement
-  Area of Phase 1
-  Area of Phase 2
-  Area of Phase 3
-  Area of Phase 4



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

Halifax Mainland
Land Use By-Law Area

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

- (a) Two (2) multiple unit dwellings, which may contain ground floor local business uses as permitted under the C-1 (Local Business) Zone of the Land Use By-law for Halifax Mainland;
- (b) Ninety-seven (97) Townhouse dwellings;
- (c) Forty-six (46) Single Unit Dwellings;
- (d) Open Space Uses; and
- (e) Accessory Uses to the foregoing.”

2. Subsection 3.4.4 shall be deleted and replaced with the following revised subsection:

“3.4.4 In addition to the requirements of the Stage I Development Agreement, townhouse blocks shall not:

- (a) repeat the same design within abutting blocks;
- (b) include the placement of utility metres on the front façade; and
- (c) exceed 6 units per block.”

3. Add the following Section immediately following Subsection 3.14.1:

“3.15 Local Business Signage

3.15.1 Local business signage shall be limited to the following:

- (a) Two (2) wall mounted (fascia) local business signs may be permitted on each multiple unit dwelling. No fascia sign shall exceed 9.29 square metres (100 square feet) in area; and
- (b) In addition to the signs permitted by clause (a) of Subsection 3.15.1, where more than two (2) local businesses are located in a multiple unit dwelling, each local business may be permitted a maximum of two (2) wall mounted (fascia) signs. Where local business signs are permitted by this clause, no fascia sign shall exceed 5.57 square metres (60 square feet) in area.”

4. All other terms and conditions of the Existing Stage II Agreement for Phase I shall remain in full force and effect.

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

SIGNED, DELIVERED AND ATTESTED to by the proper signing officers of Halifax Regional

Municipality, duly authorized in that behalf, in the presence of:

Witness

Witness

Per: _____
MAYOR

Per: _____
MUNICIPAL CLERK

**Attachment B
Proposed Stage II Development Agreement**

THIS AGREEMENT made this day of , 201 ,

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 **[Insert -PID No.]** along Dunbrack Street, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Halifax and West Community Council of the Halifax Regional Municipality approved an application to enter into a Stage I Development Agreement to allow for the planning and design of a mixed use development (Rockingham South Stage I) on March 18, 2013 (Municipal Case 17002) on the Lands, which said Development Agreement was registered at the Halifax County Land Registration Office as Document Number 103058039 (hereinafter called the "Existing Stage I Agreement");

AND WHEREAS the Halifax and West Community Council of the Halifax Regional Municipality approved an application to enter into a Stage II Development Agreement to allow for the development of Phase I with single unit dwellings, townhouse style dwellings, and 2 multiple unit residential buildings on June 17, 2014 (Municipal Case 18834), which said Development Agreement was registered at the Halifax County Land Registration Office as Document Number 105643622 (hereinafter called the "Existing Stage II Agreement for Phase I");

AND WHEREAS the Developer has requested that the Municipality enter into a Stage II Development Agreement to allow for the development of Phase II with one (1) mixed use building and one (1) multiple unit residential building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 3.3 of the Halifax Municipal Planning Strategy and Section 68 of the Land Use By-law for Halifax Mainland 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 19554;

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

- 1.1.1 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 and the Existing Stage I Agreement.

1.2 Applicability of Land Use By-law and Subdivision By-law

- 1.2.1 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

- 1.5.1 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

- 1.6.1 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.

2.2 Definitions Specific to this Agreement

2.2.1 The following words used in this Agreement shall be defined as follows:

- (a) **“Indoor Amenity Space”** means common amenity areas located within a multiple unit residential building or a mixed use building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.
- (b) **“Common Shared Private Driveway”** means a driveway that is not a public street and has not been accepted nor is maintained by the Municipality or the Province.
- (c) **“Common Shared Private Walkway System”** means an integrated walkway system that is not a public sidewalk and has not been accepted nor is maintained by the Municipality or the Province.

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 19554:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan – MU 5
Schedule C	West Elevation (Front) – MU 5
Schedule D	South Elevation (Side) – MU 5
Schedule E	East Elevation (Rear) – MU 5
Schedule F	North Elevation (Side) – MU 5
Schedule G	Site Plan – MU 6
Schedule H	East Elevation (Front) – MU 6
Schedule I	West Elevation (Rear) – MU 6
Schedule J	South Elevation (Side) – MU 6
Schedule K	North Elevation (Side) – MU 6
Schedule L	Subdivision Plan

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of the first Development Permit, notwithstanding those required for temporary use buildings, the completion of Wentworth Drive to the Lands shall be secured or constructed and deeded to the Municipality pursuant to clause 3.4.2(i) of the Existing Stage I Agreement.
- 3.2.2 Prior to the issuance of a Development Permit for the mixed use building and the multiple unit residential building, the Developer shall provide to the Development Officer, unless otherwise permitted by the Development Officer, a detailed Landscape Plan prepared by a Landscape

Architect in accordance with Section 3.9 of this Agreement and acceptable to the Development Officer.

- 3.2.3 Prior to the issuance of an Occupancy Permit for the mixed use building and the multiple unit residential building, the Developer shall provide a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed pursuant to Section 3.9 and the Schedules of this Agreement.
- 3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement until after a 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.
- 3.2.5 Prior to the issuance of an Occupancy Permit, the Developer shall confirm to the Development Officer that all disturbed areas within the HRM right-of-way have been reinstated to original or better condition pursuant to Section 3.10 of this Agreement.

3.3 General Description of Land Use

- 3.3.1 The uses of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are the following:
 - (a) one (1) mixed use building containing:
 - (i) residential units;
 - (ii) ground floor local business uses as permitted under the C-1 (Local Business) Zone of the Land Use By-law for Halifax Mainland;
 - (iii) ground floor community facility uses;
 - (b) one (1) multiple unit residential building containing:
 - (i) ground floor community facility uses;
 - (ii) ground floor local business uses as permitted under the C-1 (Local Business) Zone of the Land Use By-law for Halifax Mainland; and
 - (c) accessory uses to the foregoing.
- 3.3.2 The residential density for Phase II shall not exceed 398.25 people. Residential density shall be calculated as follows:
 - (a) Multiple unit dwelling (and mixed use building containing residential units):
 - (i) bachelor: 1 person
 - (ii) 1 bedroom: 2 persons
 - (iii) 2+ bedrooms: 2.25 persons

3.4 Siting and Architectural Requirements

- 3.4.1 Development shall comply with the watercourse buffer requirements of the Land Use By-law for Halifax Mainland, as amended from time to time.
- 3.4.2 No building or structure shall be located within 10 metres (32.81 feet) of a wetland, as determined by Nova Scotia Environment.

Mixed Use Building

- 3.4.3 The location, size and design of the one (1) mixed use building shall be in conformance with Schedules B through F of this Agreement. The maximum height of the building shall not exceed seven (7) storeys above average grade, not including mechanical equipment, penthouses, enclosed amenity space, and a basement, and shall not exceed a height of 29 metres (95.14 feet). Slight variations to setbacks shall be permitted under the discretion of the Development Officer provided no portion of the building is closer than 3.05 metres (10 feet) to a property line.
- 3.4.4 The mixed use building shall include Indoor Amenity Space for the residents of the building. Indoor Amenity Space shall be a minimum of 74.32 square metres (800 square feet).

Multiple Unit Residential Building

- 3.4.5 The multiple unit residential building shall include Indoor Amenity Space for the residents of the building. Indoor Amenity Space shall be a minimum of 60.39 square metres (650 square feet).
- 3.4.6 The location, size and design of the multiple unit dwelling shall be in conformance with Schedules J through O of this Agreement. The maximum height of the building shall not exceed seven (7) storeys above average grade, not including mechanical equipment, penthouses, enclosed amenity space, and a basement, and shall not exceed a height of 29 metres (95.14 feet). Slight variations to setbacks shall be permitted under the discretion of the Development Officer provided no portion of the building is closer than 3.05 metres (10 feet) to a property line.

All Buildings

- 3.4.7 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.
- 3.4.8 Any exposed foundation in excess of 0.61 metres (2 feet) in height shall be architecturally detailed with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.4.9 Exterior building materials shall be as shown on the Schedules.
- 3.4.10 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match or complement the colour of the adjacent surface.
- 3.4.11 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from abutting public streets and abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

3.5 Parkland

- 3.5.1 Subdivision of the Lands shall be subject to the parkland dedication requirements of the Regional Subdivision By-law.

3.6 Subdivision of the Lands

- 3.6.1 Subdivision applications shall be submitted to the Development Officer in accordance with Schedule L.

3.6.2 In accordance with the Existing Stage I Agreement and the Land Use By-law for Halifax Mainland, and further to the requirements of the Regional Subdivision By-law, all required watercourse buffers and wetland setbacks shall be shown on the plans for subdivision.

3.7 Access, Circulation and Parking (Vehicle and Bicycle)

3.7.1 Vehicular access to the mixed use building and the multiple unit residential building shall be provided by a Common Shared Private Driveway as generally shown on Schedules B and G of this Agreement.

3.7.2 The Common Shared Private Driveway shall comply with the requirements of the National Building Code of Canada.

3.7.3 The Common Shared Private Driveway shall have a hard finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer.

3.7.4 Pedestrian access to the multiple unit residential building shall be provided by a Common Shared Private Walkway System as shown on Schedules B and G of this Agreement.

3.7.5 The Common Shared Private Walkway System shall be a minimum of five (5) feet wide and constructed of concrete or interlocking precast paver stones.

3.7.6 Where the Common Shared Private Walkway System crosses the Common Shared Private Driveway, a change in colour, texture, or material shall be provided to clearly identify a pedestrian crossing.

3.7.7 Vehicle surface parking areas, including all pathways and landscaped areas, shall be provided as shown on Schedules B and G of this Agreement. Vehicle surface parking spaces shall be at least 2.74 metres (9 feet) X 6.01 metres (20 feet) in size. The Developer may provide less surface parking spaces than shown on the Schedules, however, the total number of underground and surface parking spaces combined shall comply with the requirements of the Land Use By-law for Halifax Mainland, as amended from time to time.

3.7.9 Vehicle surface parking areas shall have a hard finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer. Pathways shown on Schedules B and G of this Agreement shall be constructed of concrete or interlocking precast paver stones.

3.7.10 The limits of the Common Shared Private Driveway and the vehicle surface parking areas shall be defined by concrete curb.

3.7.11 Bicycle parking for the mixed use building and the multiple unit residential building shall be provided as required by the Land Use By-law for Halifax Mainland, as amended from time to time.

3.8 Outdoor Lighting

3.8.1 The Common Shared Private Driveway and Common Shared Private Walkway System, shall be illuminated as shown on Schedule B and G of this Agreement.

3.8.2 Lighting required pursuant to Subsection 3.8.1 shall be directed away from adjacent lots and buildings and shall use a full cut-off design. Lighting required pursuant to Subsection 3.8.1 shall be shown on the site plan and building drawings prior to the issuance of a Development Permit.

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

3.9 Landscaping

- 3.9.1 Prior to the issuance of a Development Permit for the mixed use building and the multiple unit residential building, the Developer shall provide a Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the landscaping shown on Schedules B and G of this Agreement. 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.
- 3.9.2 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.
- 3.9.3 Prior to the issuance of any Occupancy Permit for each of the mixed used building and the multiple unit dwelling, 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.
- 3.9.4 Notwithstanding Section 3.9.3, an 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 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.

3.10 Maintenance

- 3.10.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.10.2 All disturbed areas shall be reinstated to original condition or better.
- 3.10.3 Prior to the 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.

3.11 Residential Signage

- 3.11.1 Residential signage shall be limited to the following:

- (a) A maximum of two (2) ground signs shall be permitted on the Lands for the purposes of identifying the multiple unit residential building;
- (b) Ground signs shall not exceed 1.83 metres (6) feet in height above established grade;
- (c) Ground signs shall be setback a minimum of 3.05 metres (10 feet) from any abutting property;
- (d) Ground signs shall not exceed a sign face width of 3.05 metres (10 feet);
- (e) Ground signs shall not be internally illuminated or backlit;
- (f) Ornamental plants shall be incorporated around the entire base of a ground sign; and
- (g) Directional signage shall be permitted on the Lands, subject to clauses (b) through (f) of this Subsection.

3.12 Commercial Signage

3.12.1 Commercial signage shall be limited to the following:

- (a) Two (2) wall mounted (fascia) commercial signs may be permitted on the mixed use building. No fascia sign shall exceed 9.29 square metres (100 square feet) in area;
- (b) In addition to the signs permitted by clause (a) of Subsection 3.12.1, businesses located in a multiple commercial occupancy building may be permitted a maximum of two (2) wall mounted (fascia) signs. No business fascia sign shall exceed 5.57 square metres (60 square feet) in area; and
- (c) Directional signage shall be permitted on the Lands, subject to clauses (b) through (f) of Subsection 3.11.

3.13 Construction Signage

3.13.1 Construction signage shall be limited to the following:

- (a) Two (2) construction ground signs depicting the name or corporate logo of the Developer shall be permitted on the Lands prior to the issuance of the first Occupancy Permit. Construction ground signs shall be removed prior to the issuance of the last residential occupancy permit.

3.14 Temporary Construction Buildings

3.14.1 Buildings 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 temporary construction buildings shall not be located within any public right of way and shall be removed from the Lands prior to the issuance of the last Occupancy Permit for this phase.

3.15 Screening

3.15.1 Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact. 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.

- 3.15.2 Mechanical equipment shall be permitted on rooftops provided the equipment is screened or incorporated in to the architectural treatments and roof structure.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications and shall receive written approval from the Development Engineer prior to undertaking any work.
- 4.1.2 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 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 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 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 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.

5.2 Failure to Conform to Plans

- 5.2.1 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.

PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

6.1 Registration

6.1.1 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 (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 final subdivision approval of the lots.

6.3.3 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 Municipal Planning Strategy for Halifax and Land Use By-law for Halifax Mainland as may be amended from time to time.

6.4 Discharge of Agreement

If the Developer fails to complete the development after ten (10) 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.

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per:_____

HALIFAX REGIONAL MUNICIPALITY

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

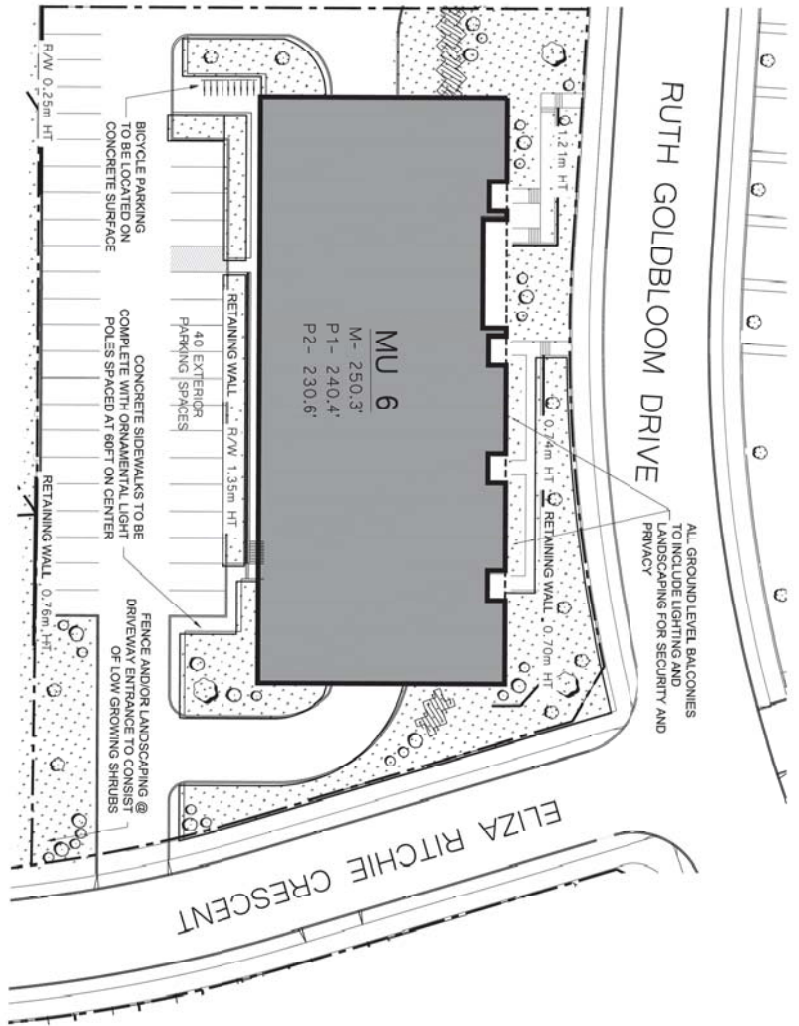
Per:_____

Witness

MAYOR

Witness

Per: _____
MUNICIPAL CLERK



LANDSCAPE LEGEND

- LARGE GROWING
- SAKURAWALE
- YELLOW BIRCH
- ORNAMENTAL TREE
- RET WALL
- EMERGEN TREE
- WHITE SPACE
- WHITE PINE
- SHRUB/RET WALLS/ ORNAMENTAL GRASSES
- BENCH
- BICYCLE
- PAVERS
- WETLAND
- GRASS

- NOTES:**
1. GARBAGE REUSE FOR MULTIFAMT BUILDINGS TO BE LOCATED WITHIN UNDERGROUND PARKING
 2. RETAINING WALLS TO BE CONSTRUCTED OF CONCRETE AND/OR STONE STRONG PRECAST BLOCKS.
 3. PUBLIC ACCESS THOROUGHFARE: CONCRETE SIDEWALKS TO BE COMPLETE WITH ORNAMENTAL LIGHT POLES SPACED AT 80FT ON CENTER.

1 Site Plan
1" = 20'-0"

<p>WM FARES GROUP ARCHITECTS ENGINEERS PLANNERS</p> <p>PROPOSED COMMERCIAL DEVELOPMENT</p> <p>PROPOSED: 1000 SONGHAM BOOTH AVE. N.W. KENNESAW, ALA. 35114</p> <p>Site Plan - MU 6</p>	<p>Scale: 1" = 20'</p> <p>Drawn: ENB</p> <p>Checked: SGT</p> <p>Project: 2013-19</p> <p>SDP</p>
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LIGHT COLORED COMPOSITE PANEL SYSTEM OR FIBER CEMENT BOARD PANELS OR SIMILAR

GLAZING SYSTEM

MULTI-COLORED MEDIUM TONE COMPOSITE PANEL SYSTEM OR FIBER CEMENT BOARD PANELS OR SIMILAR

MEDIUM COLORED COMPOSITE PANEL SYSTEM OR SIDING

GLASS / METAL RAILING SYSTEM

DARK MASONRY OR SIMILAR

LIGHT COLORED COMPOSITE PANEL SYSTEM OR FIBER CEMENT BOARD PANELS OR SIMILAR

HORIZONTAL WOOD BANDING TREATMENT

GROUND LEVEL BALCONIES TO INCLUDE LIGHTING AND LANDSCAPING FOR SECURITY AND PRIVACY

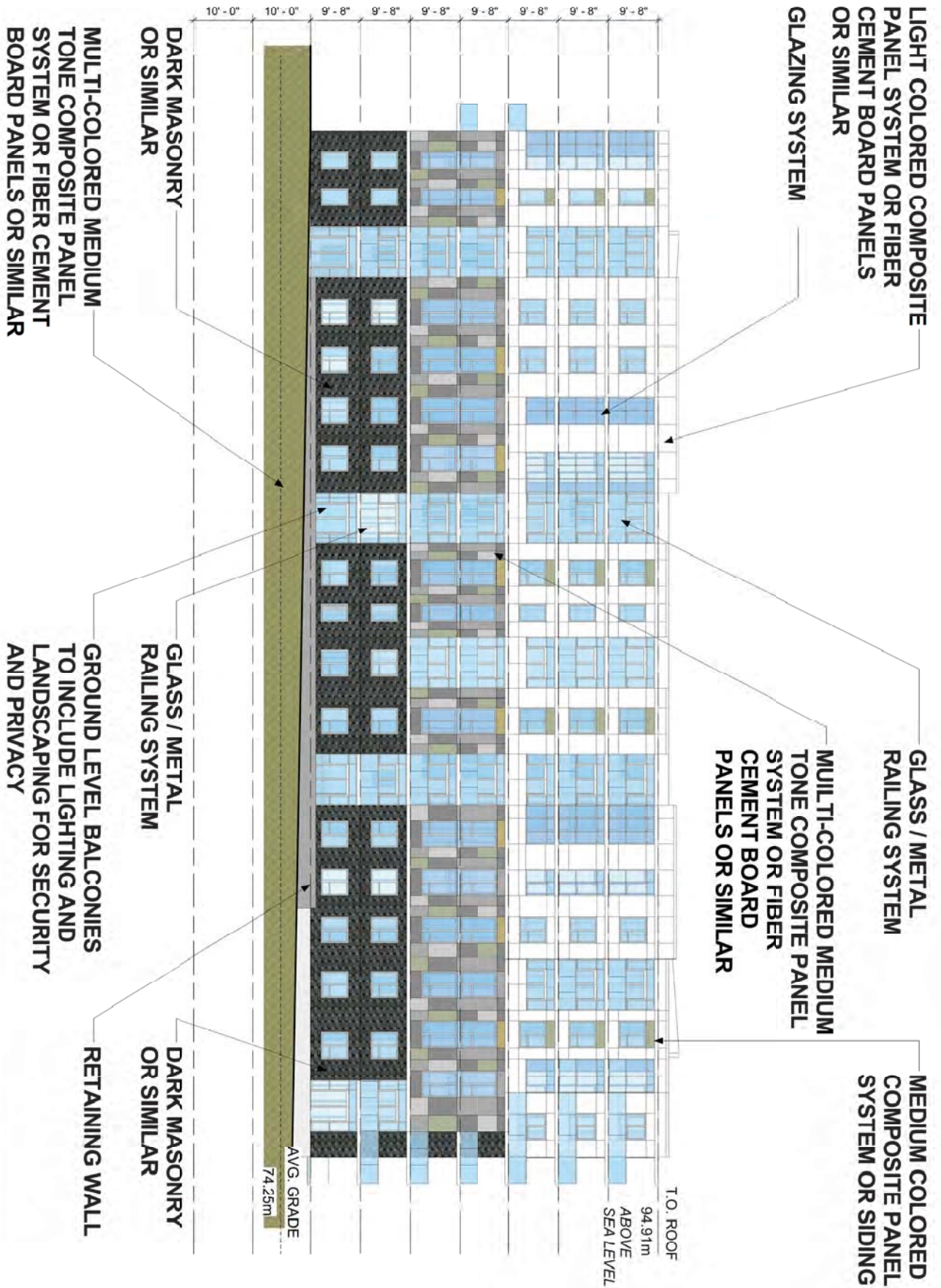
DARK MASONRY OR SIMILAR

GLAZING SYSTEM

RETAINING WALL

<p>NO. DATE DESCRIPTION</p>	<p>DATE</p>	<p>DESCRIPTION</p>

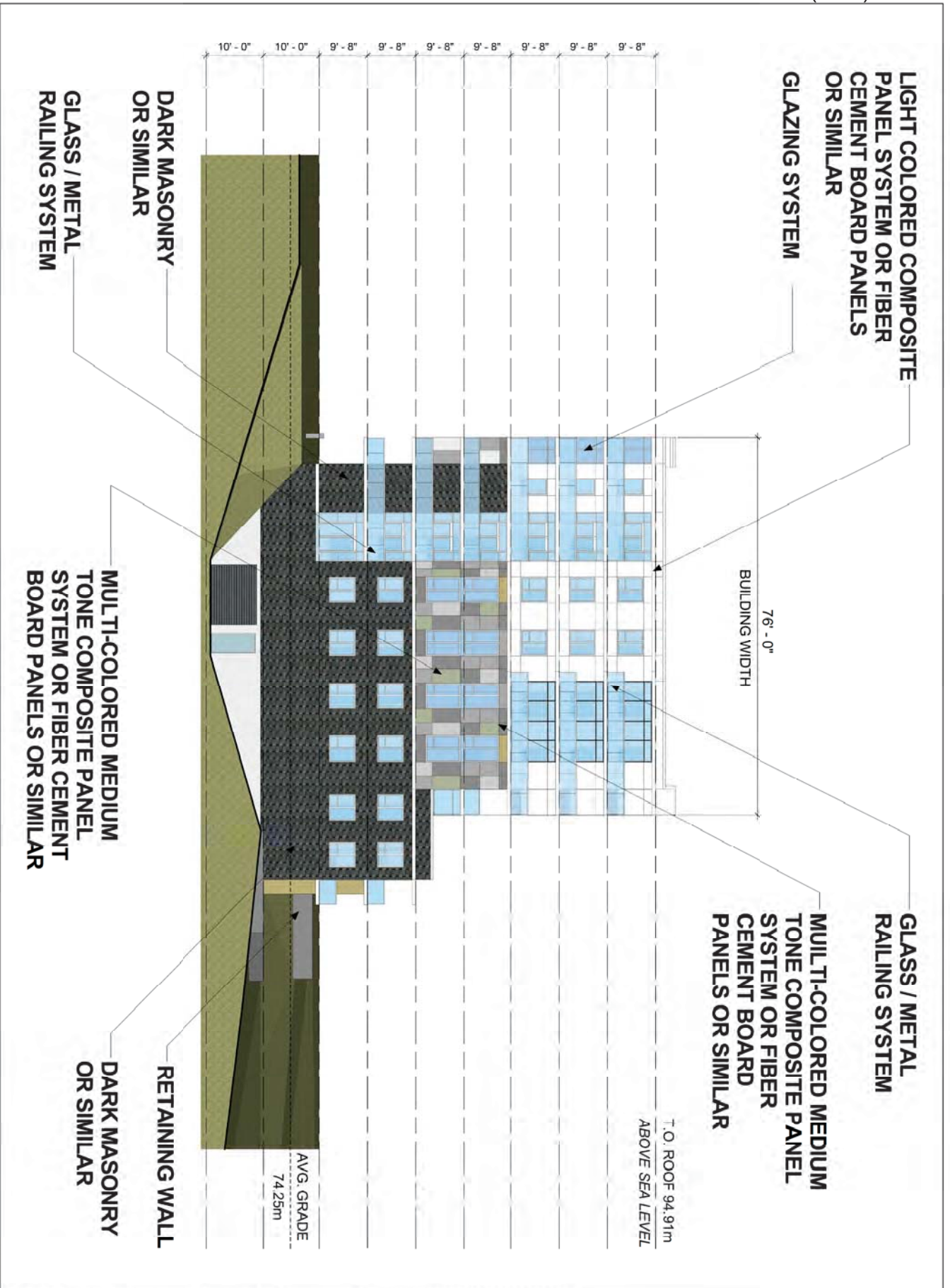
<p>WM FARRES C R O U P</p>	<p>PROPOSED ST/JUNT MULTIJUNT DEVELOPMENT MU 6</p>
<p>11100 BRIDGE ROAD DUBLIN, CA 94568 TEL: 925.885.9400</p>	<p>ESRI Elevation - Front</p>
<p>Scale: I/F/S Date: December, 2014</p> <p>Drawn: CH</p> <p>Checked: SGT</p> <p>Traced: 2013.19</p>	<p>A10</p>



No.	Size	Description

<p>PROPOSED ST/UNIT MULTI-UNIT DEVELOPMENT MU 6</p>	<p>NO. OF UNITS: 2</p> <p>DATE: 2013.19</p>
<p>PROPOSED ST/UNIT MULTI-UNIT DEVELOPMENT MU 6</p>	<p>NO. OF UNITS: 2</p> <p>DATE: 2013.19</p>
<p>NO. OF UNITS: 2</p> <p>DATE: 2013.19</p>	<p>NO. OF UNITS: 2</p> <p>DATE: 2013.19</p>

<p>NO. OF UNITS: 2</p> <p>DATE: 2013.19</p>	<p>NO. OF UNITS: 2</p> <p>DATE: 2013.19</p>
<p>NO. OF UNITS: 2</p> <p>DATE: 2013.19</p>	<p>NO. OF UNITS: 2</p> <p>DATE: 2013.19</p>



No.	Date	Description

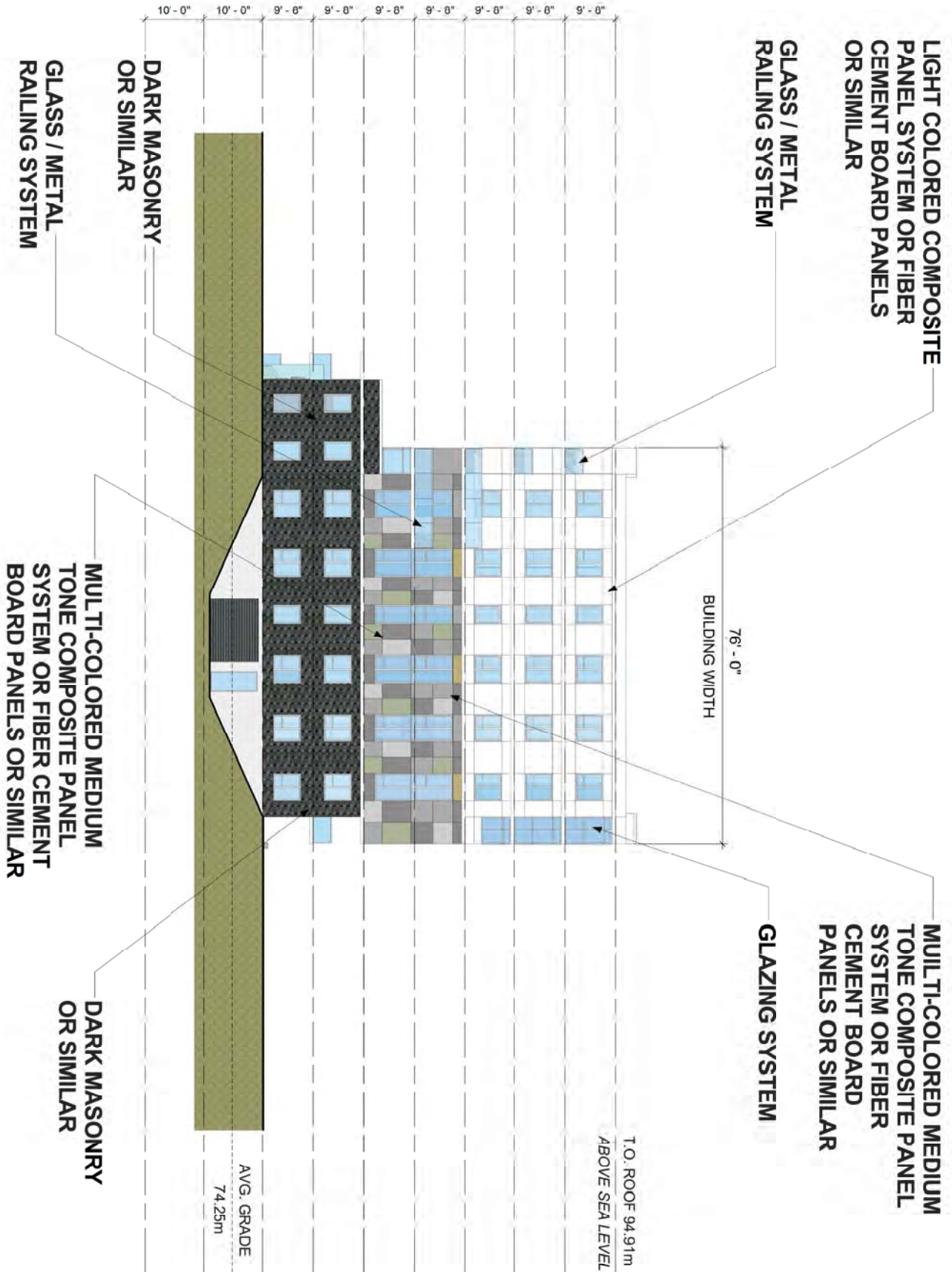
Scale	1/125	Date	December, 2014
Drawn	CH	Checked	SGT
Project	2013-19		
A12			

WM FARRES
A R C H I T E C T S

PROPOSED STRIANT MULTITANT DEVELOPMENT
MU 6

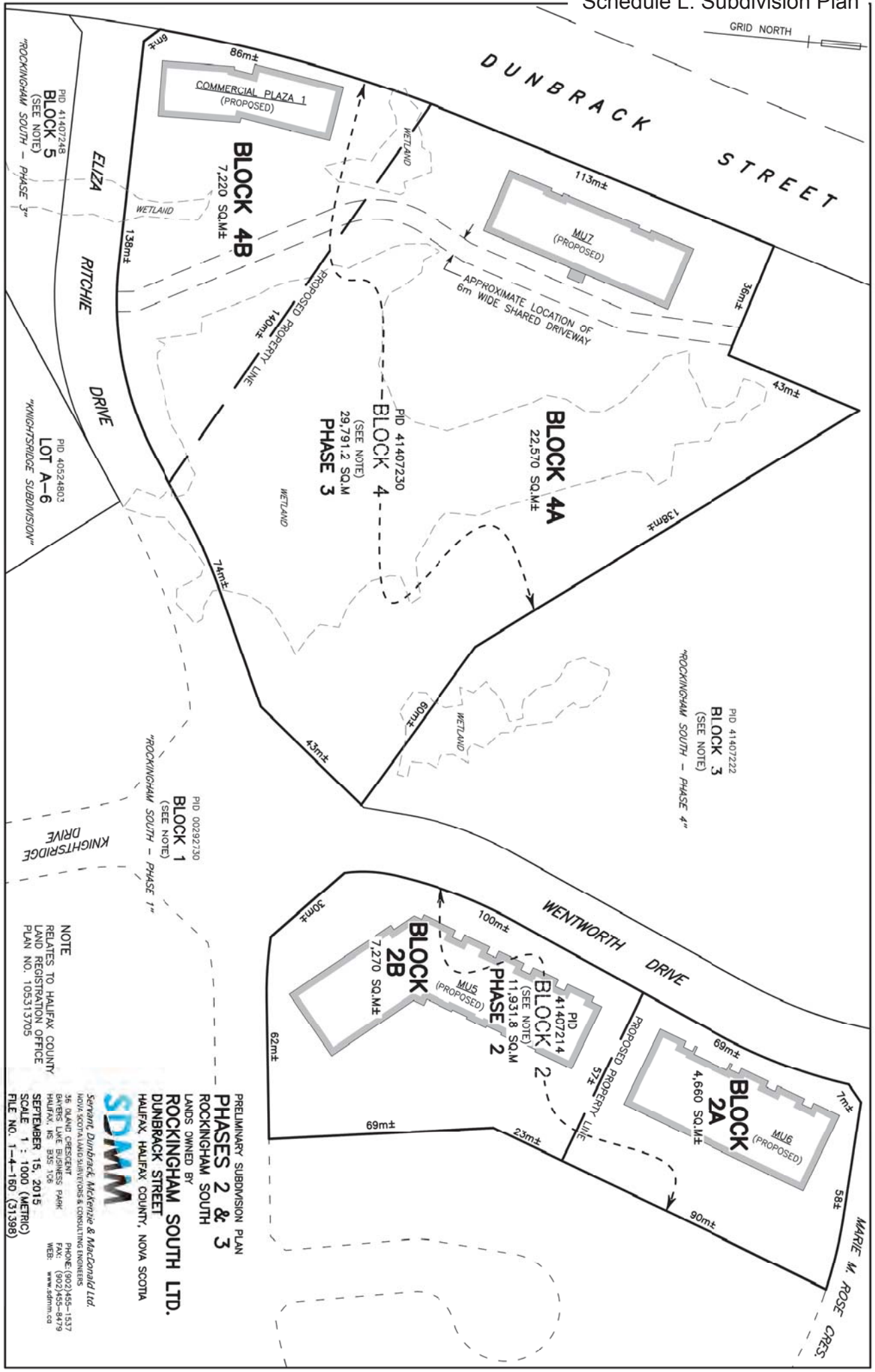
ROCKSPRING SOUTH

South Elevation - Side



No.	Size	Description

WM FARRES Architecture & Interiors	
PROPOSED STUDENT MULTITANT DEVELOPMENT MU 6	
RIVERVIEW COLLEGE	
North Elevation - Side	
Scale: 1/8" = 1'-0"	Date: December, 2014
Drawn: CH	Checked: SGT
Project: 2013-19	
A13	



NOTE
RELATES TO HALIFAX COUNTY
LAND REGISTRATION OFFICE
PLAN NO. 105313705

PRELIMINARY SUBDIVISION PLAN
PHASES 2 & 3
ROCKINGHAM SOUTH

LANDS OWNED BY
ROCKINGHAM SOUTH LTD.
DUNBRACK STREET
HALIFAX, HALIFAX COUNTY, NOVA SCOTIA

SDMM
Seymour, Dunbrack, McKenzie & MacDonald Ltd.
NOVA SCOTIA LAND SURVEYORS & CONSULTING ENGINEERS
35 OLAND CRESCENT
BAVERS LANE BUSINESS PARK
HALIFAX, NS B8S 1G6
PHONE: (902)455-1537
FAX: (902)455-8479
WEB: www.sdmm.ca

SEPTEMBER 15, 2015
SCALE 1 : 1000 (METRIC)
FILE NO. 1-4-160 (31398)

**Attachment C
Proposed Stage II Development Agreement**

THIS AGREEMENT made this day of , 201 ,

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 **[Insert -PID No.]** along Dunbrack Street, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Halifax and West Community Council of the Halifax Regional Municipality approved an application to enter into a Stage I Development Agreement to allow for the planning and design of a mixed use development (Rockingham South Stage I) on March 18, 2013 (Municipal Case 17002) which includes the Lands, which said Development Agreement was registered at the Halifax County Land Registration Office as Document Number 103058039 (hereinafter called the "Existing Stage I Agreement");

AND WHEREAS the Halifax and West Community Council of the Halifax Regional Municipality approved an application to enter into a Stage II Development Agreement to allow for the development of Phase I with single unit dwellings, townhouse style dwellings, and 2 multiple unit residential buildings on June 17, 2014 (Municipal Case 18834), which said Development Agreement was registered at the Halifax County Land Registration Office as Document Number 105643622 (hereinafter called the "Existing Stage II Agreement for Phase I");

AND WHEREAS the Developer has requested that the Municipality enter into a Stage II Development Agreement to allow for the development of Phase III with two (2) minor commercial buildings and one (1) multiple unit residential building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 3.3 of the Halifax Municipal Planning Strategy and Section 68 of the Land Use By-law for Halifax Mainland 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 19554;

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

- 1.1.1 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 and the Existing Stage I Agreement.

1.2 Applicability of Land Use By-law and Subdivision By-law

- 1.2.1 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

- 1.5.1 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

- 1.6.1 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

2.1.1 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.

2.2 Definitions Specific to this Agreement

2.2.1 The following words used in this Agreement shall be defined as follows:

- (a) **“Indoor Amenity Space”** means common amenity areas located within a multiple unit residential building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.
- (b) **“Common Shared Private Driveway”** means a driveway that is not a public street and has not been accepted nor is maintained by the Municipality or the Province.
- (c) **“Common Shared Private Walkway System”** means an integrated walkway system that is not a public sidewalk and has not been accepted nor is maintained by the Municipality or the Province.

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 19554:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan – Commercial 1
Schedule C	Site Plan – Commercial 1 (Enlarged)
Schedule D	Front and Rear Elevations – Commercial 1
Schedule E	Side Elevations – Commercial 1
Schedule F	Site Plan – Commercial 2 with Drive-Thru
Schedule G	Site Plan – Commercial 2 without Drive-Thru
Schedule H	Front and Rear Elevations – Commercial 2
Schedule I	Side Elevations – Commercial 2
Schedule J	Site Plan – MU-7
Schedule K	Site Plan – MU-7 (Enlarged)
Schedule L	East Elevation (Front) – MU-7
Schedule M	West Elevation (Rear) – MU-7
Schedule N	North Elevation (Side) – MU-7
Schedule O	South Elevation (Side) – MU-7
Schedule P	Subdivision Plan – COM-2 and MU-7

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of the first Development Permit, notwithstanding those required for temporary use buildings, the completion of Wentworth Drive to the Lands shall be secured or

constructed and deeded to the Municipality pursuant to clause 3.4.2(i) of the Existing Stage I Agreement.

- 3.2.2 Prior to the issuance of a Development Permit for each of the minor commercial buildings and the multiple unit residential building, the Developer shall provide to the Development Officer, unless otherwise permitted by the Development Officer, a detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.9 of this Agreement and acceptable to the Development Officer.
- 3.2.3 Prior to the issuance of an Occupancy Permit for each of the minor commercial buildings and the multiple unit residential building, the Developer shall provide a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed pursuant to Section 3.9 and the Schedules of this Agreement.
- 3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement until after a 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.
- 3.2.5 Prior to the issuance of an Occupancy Permit, the Developer shall confirm to the Development Officer that all disturbed areas within the HRM right-of-way have been reinstated to original or better condition pursuant to Section 3.10 of this Agreement.

3.3 General Description of Land Use

- 3.3.1 The uses of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are the following:
 - (a) two (2) commercial buildings containing minor commercial uses as permitted under the C-2A (Minor Commercial) Zone of the Land Use By-law for Halifax Mainland;
 - (b) one (1) multiple unit residential building containing:
 - (i) ground floor community facility uses;
 - (ii) ground floor local business uses as permitted under the C-1 (Local Business) Zone of the Land Use By-law for Halifax Mainland; and
 - (c) accessory uses to the foregoing.
- 3.3.2 The residential density for Phase III shall not exceed 139.5 people. Residential density shall be calculated as follows:
 - (a) Multiple unit dwelling (and mixed use building containing residential units):
 - (i) bachelor: 1 person
 - (ii) 1 bedroom: 2 persons
 - (iii) 2+ bedrooms: 2.25 persons

3.4 Siting and Architectural Requirements

- 3.4.1 The development shall comply with the watercourse buffer requirements of the Land Use By-law for Halifax Mainland, as amended from time to time.

- 3.4.2 No building or structure shall be located within 10 metres (32.81 feet) of a wetland, as defined by Nova Scotia Environment.

Minor Commercial Buildings

- 3.4.3 The location, size and design of the two (2) minor commercial buildings shall be in conformance with Schedules B through I of this Agreement. Slight variations to setbacks shall be permitted under the discretion of the Development Officer provided no portion of the building is closer than 3.05 metres (10 feet) to a property line.

Multiple Unit Residential Building

- 3.4.5 The multiple unit residential building shall include Indoor Amenity Space for the residents of the building. Indoor Amenity Space shall be a minimum of 83.61 square metres (900 square feet).
- 3.4.6 The location, size and design of the multiple unit residential building shall be in conformance with Schedules J through O of this Agreement. The maximum height of the building shall not exceed seven (7) storeys above average grade, not including mechanical equipment, penthouses, enclosed amenity space, and a basement, and shall not exceed a height of 29 metres (95.14 feet). Slight variations to setbacks shall be permitted under the discretion of the Development Officer provided no portion of the building is closer than 6.1 metres (20 feet) to a property line.

All Buildings

- 3.4.7 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.
- 3.4.8 Any exposed foundation in excess of 0.61 metres (2 feet) in height shall be architecturally detailed with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.4.9 Exterior building materials shall be as shown on the Schedules.
- 3.4.10 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match or complement the colour of the adjacent surface.
- 3.4.11 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from abutting public streets and abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

3.5 Parkland

- 3.5.1 Subdivision of the Lands shall be subject to the parkland dedication requirements of the Regional Subdivision By-law.

3.6 Subdivision of the Lands

3.6.1 Subdivision applications shall be submitted to the Development Officer in accordance with Schedule P.

3.6.2 In accordance with the Existing Stage I Agreement and the Land Use By-law for Halifax Mainland, and further to the requirements of the Regional Subdivision By-law, all required watercourse buffers and wetland setbacks shall be shown on the plans for subdivision.

3.7 Access, Circulation and Parking (Vehicle and Bicycle)

3.7.1 Vehicular access to the multiple unit residential building shall be provided by a Common Shared Private Driveway as generally shown on Schedules B, C, J, and K of this Agreement.

3.7.2 The Common Shared Private Driveway shall comply with the requirements of the National Building Code of Canada.

3.7.3 The Common Shared Private Driveway shall have a hard finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer.

3.7.4 Pedestrian access to the multiple unit residential building shall be provided by a Common Shared Private Walkway System as shown on Schedules B, C, J, and K of this Agreement.

3.7.5 The Common Shared Private Walkway System shall be a minimum of five (5) feet wide and constructed of concrete or interlocking precast paver stones.

3.7.6 Where the Common Shared Private Walkway System crosses the Common Shared Private Driveway, a change in colour, texture, or material shall be provided to clearly identify a pedestrian crossing.

3.7.7 Vehicular access to the minor commercial buildings shall be provided as generally shown on Schedules B, C, F, and G of this Agreement.

3.7.8 Vehicle surface parking areas, including all pathways and landscaped areas, shall be provided as shown on Schedules B, C, F, G, J, and K of this Agreement. Vehicle surface parking spaces shall be at least 2.74 metres (9 feet) X 6.01 metres (20 feet) in size. The Developer may provide less surface parking spaces than shown on the Schedules, however, the total number of underground and surface parking spaces combined shall comply with the requirements of the Land Use By-law for Halifax Mainland, as amended from time to time.

3.7.9 Vehicle surface parking areas shall have a hard finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer. Pathways shown on Schedules B, C, F, G, J, and K of this Agreement shall be constructed of concrete or interlocking precast paver stones.

3.7.10 The limits of the Common Shared Private Driveway and the vehicle surface parking areas shall be defined by concrete curb.

3.7.11 Bicycle parking for the minor commercial buildings and the multiple unit residential building shall be provided as required by the Halifax Mainland Land Use By-law, as amended from time to time.

3.8 Outdoor Lighting

3.8.1 The Common Shared Private Driveway and Common Shared Private Walkway System, shall be illuminated as shown on Schedule B, C, J, and K of this Agreement.

- 3.8.2 Lighting required pursuant to Subsection 3.8.1 shall be directed away from adjacent lots and buildings and shall use a full cut-off design. Lighting required pursuant to Subsection 3.8.1 shall be shown on the site plan and building drawings prior to the issuance of a Development Permit.
- 3.8.3 Any additional lighting shall be directed to driveways, pedestrian walkways, parking areas, loading areas, and building entrances and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.9 Landscaping

- 3.9.1 Prior to the issuance of a Development Permit for each of the minor commercial buildings and the multiple unit residential building, the Developer shall provide a Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the Landscaping shown on Schedules B, C, F, G, J, and K of this Agreement. 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.
- 3.9.2 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.
- 3.9.3 Prior to the issuance of any Occupancy Permit for each of the minor commercial buildings and the multiple unit residential building, 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.
- 3.9.4 Notwithstanding Section 3.9.3, an 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 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.

3.10 Maintenance

- 3.10.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.10.2 All disturbed areas shall be reinstated to original condition or better.
- 3.10.3 Prior to the 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.

3.11 Residential Signage

3.11.1 Residential signage shall be limited to the following:

- (a) A maximum of two (2) ground signs shall be permitted on the Lands for the purposes of identifying the multiple unit residential building;
- (b) Ground signs shall not exceed 1.83 metres (6 feet) in height above established grade;
- (c) Ground signs shall be setback a minimum of 3.05 metres (10 feet) from any abutting property;
- (d) Ground signs shall not exceed a sign face width of 3.05 feet (10 feet);
- (e) Ground signs shall not be internally illuminated or backlit;
- (f) Ornamental plants shall be incorporated around the entire base of a ground sign; and
- (g) Directional signage shall be permitted on the Lands, subject to clauses (b) through (f) of this Subsection.

3.12 Commercial Signage

3.12.1 Commercial signage shall be limited to the following:

- (a) A maximum of two (2) commercial ground signs shall be permitted on the Lands for the purposes of identifying the minor commercial buildings. No more than one (1) commercial ground sign shall be permitted on a lot;
- (b) Commercial ground signs shall not exceed 4.57 metres (15 feet) in height above established grade and 4.57 metres (15 feet) in width. No commercial ground sign shall have more than two (2) faces, which shall be affixed back to back, not exceeding 20.9 square metres (225 square feet) per sign face;
- (c) Commercial ground signs shall be setback a minimum of 3.05 metres (10 feet) feet from any abutting property;
- (d) Ornamental plants shall be incorporated around the entire base of a commercial ground sign;
- (e) Directional signage shall be permitted on the Lands, subject to clauses (b) through (f) of Subsection 3.11;
- (f) Two (2) wall mounted (fascia) commercial signs may be permitted on the commercial buildings. No fascia sign shall exceed 9.29 square metres (100 square feet) in area; and
- (g) In addition to the signs permitted by clause (f) of this subsection, businesses located in a multiple commercial occupancy building may be permitted a maximum of two (2) wall mounted (fascia) signs. No fascia sign for an individual business shall exceed 5.57 square metres (60 square feet) in area.

3.13 Community Signs

3.13.1 One (1) community sign containing the community name shall be located in the landscaped area between the commercial building shown on Schedules F and G and the Dunbrack streetline. A second community sign containing the community name may be located in the landscaped area between the commercial building shown on Schedules B and C and the Dunbrack streetline. Community signs shall:

- (a) be setback a minimum of 3.05 metres (10 feet) from any streetline unless otherwise deemed acceptable by the Development Engineer;
- (b) not exceed 3.05 metres (10 feet) in height;
- (c) not exceed 3.72 square metres (40 square feet) in sign area; and
- (d) not be backlit, and shall be constructed of materials such as wood, stone, or metal, and shall include landscaping along its base.

3.14 Construction Signage

3.14.1 Construction signage shall be limited to the following:

- (a) Two (2) construction ground signs depicting the name or corporate logo of the Developer shall be permitted on the Lands prior to the issuance of the first Occupancy Permit. Construction ground signs shall be removed prior to the issuance of the last residential occupancy permit.

3.15 Temporary Construction Buildings

3.15.1 Buildings 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 temporary construction buildings shall be not be located within any public right of way and shall be removed from the Lands prior to the issuance of the last Occupancy Permit for this phase.

3.16 Screening

3.16.1 Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact. 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.

3.16.2 Mechanical equipment shall be permitted on rooftops provided the equipment is screened or incorporated in to the architectural treatments and roof structure.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

4.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications and shall receive written approval from the Development Engineer prior to undertaking any work.

4.1.2 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 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 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 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 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.

5.2 Failure to Conform to Plans

5.2.1 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.

PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

6.1 Registration

6.1.1 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 (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 final subdivision approval of the lots.

6.3.3 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 Municipal Planning Strategy for Halifax and Land Use By-law for Halifax Mainland as may be amended from time to time.

6.4 Discharge of Agreement

If the Developer fails to complete the development after ten (10) 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.

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

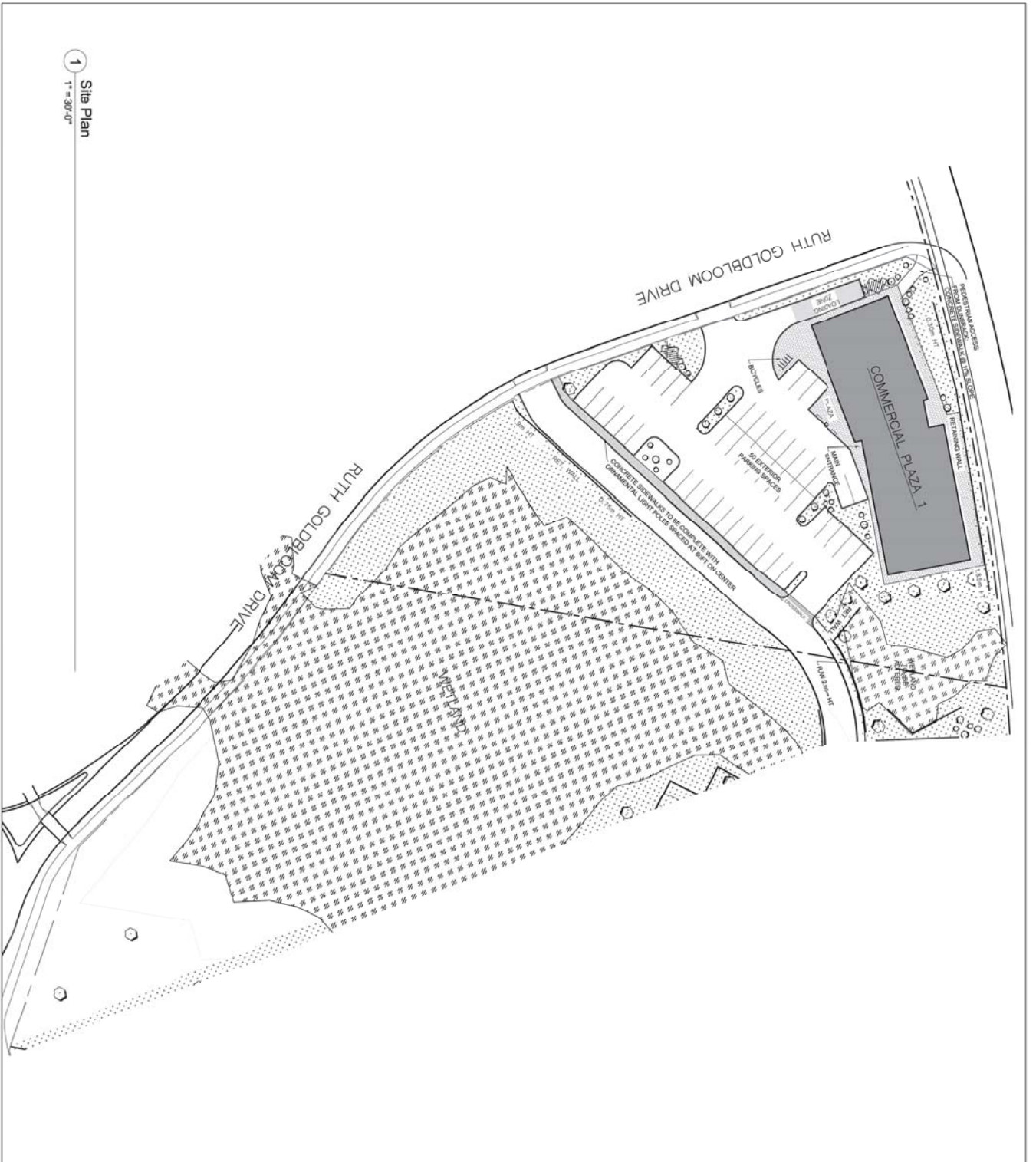
Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK



1 Site Plan
1" = 30'-0"

LANDSCAPE LEGEND

- LARGE GROWING
 - SAKURAIWALE
 - FELDM BRANCH
- ORNAMENTAL TREE
 - RED WATTLE
- EVERGREEN TREE
 - WHITE SPURGE
 - WHITE PINE
- SHRUBS/PERENNIALS/ORNAMENTAL GRASSES
 - [Symbol]
- BENCH
 - [Symbol]
- BICYCLE
 - [Symbol]
- PAVERS
 - [Symbol]
- WETLAND
 - [Symbol]
- GRASS
 - [Symbol]

CALCULATIONS	
PROJECT DATA	
LOT AREA = 64,204 SQ FT	
BUILDING FOOTPRINT = 11,637 SQ FT	
LEVEL 200 = 12,698 SQ FT	
PARKING = 80 SPACES	

- NOTES:**
1. ALL GARAGE REFUSE FOR MULTIFAMILY BUILDINGS TO BE LOCATED WITHIN UNDERGROUND PARKING.
 2. CONSTRUCTION SHALL BE CONSTRUCTED OF GRANITE BOLLARDS AND/OR STONE STRONG PRECAST BLOCKS.
 3. PUBLIC ACCESS THROUGH PAVEMENT SHALL BE MAINTAINED AT ALL TIMES WITH ORNAMENTAL LIGHT POLES SPACED AT 80 FT ON CENTER.

ARCHITECTS & ENGINEERS PLANNERS

PROJECT: PROPOSED COMMERCIAL DEVELOPMENT

LOCATION: MIDCAMPUS SOUTH, TAMPA, FL

SHEET: Site Plan - Commercial 1

DATE: FEBRUARY 2015

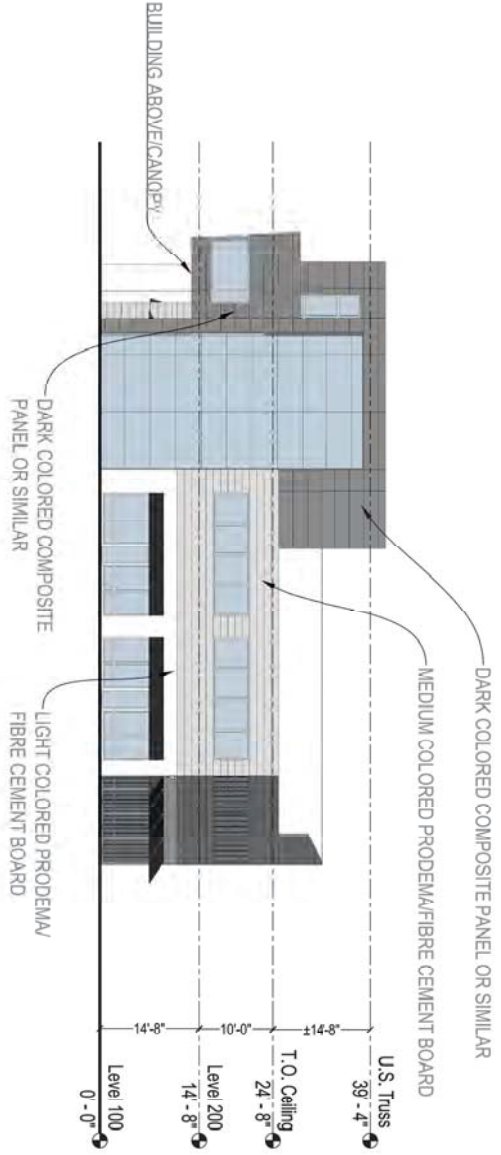
SCALE: 1" = 30'-0"

DRAWN: ENB

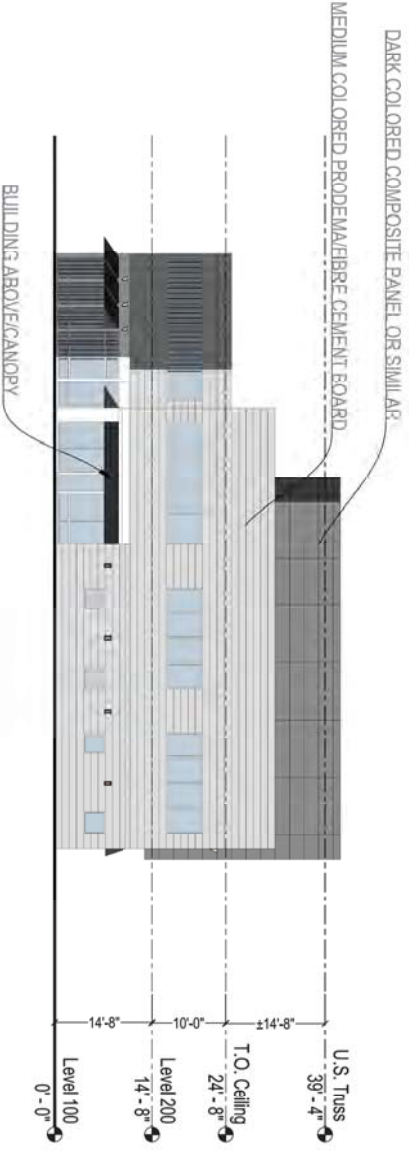
CHECKED: SGT

PROJECT: 2013-19

SDP



1 South Elevation
1/8" = 1'-0"



1 North Elevation
1/8" = 1'-0"

No.	Date	Description

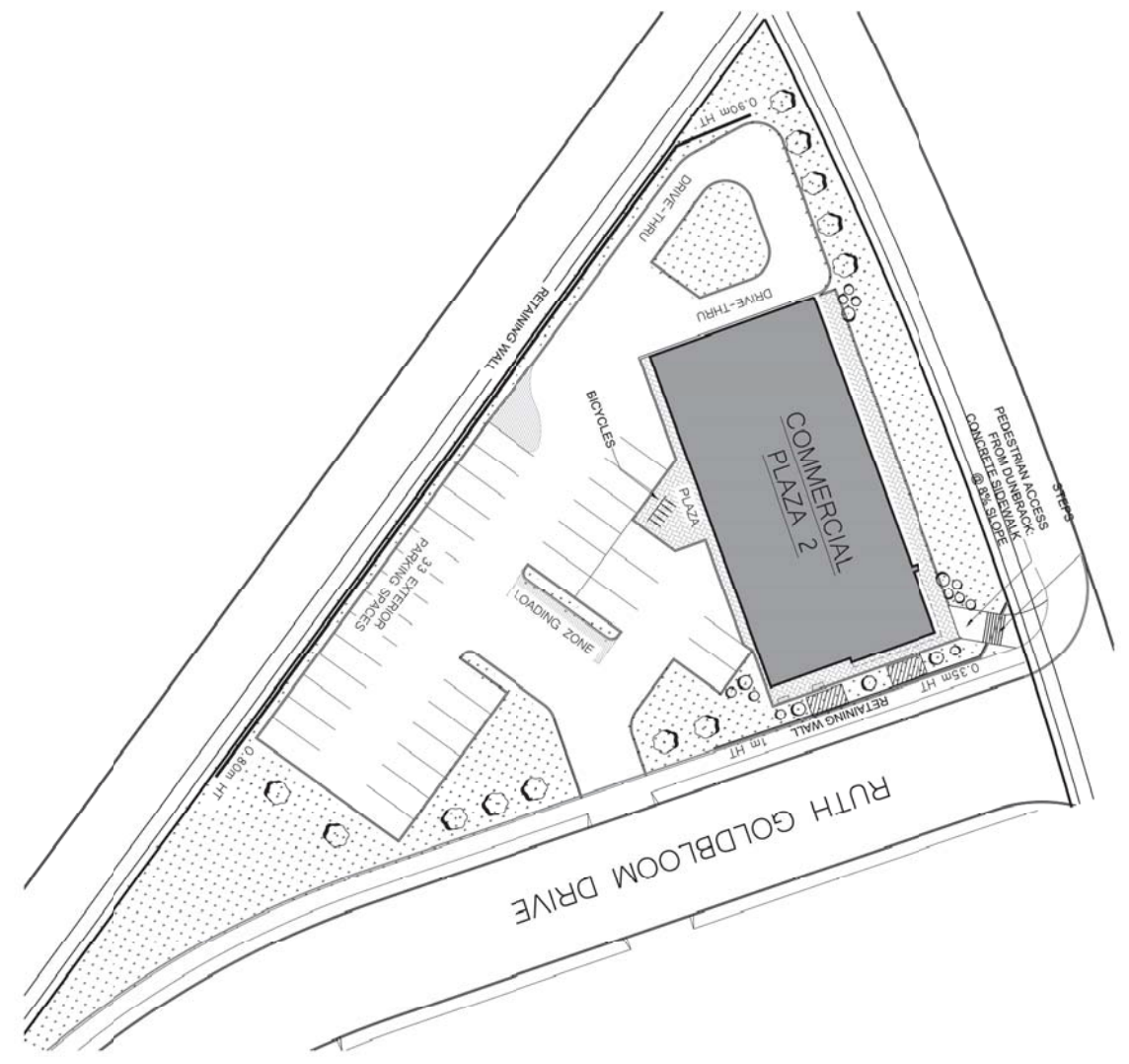
W M F A R E S
 G R O U P
 ARCHITECTS' BUSINESS PLANNERS

PROJECT:
 PROPOSED COMMERCIAL
 DEVELOPMENT - COM 1
 1000 N. W. 10TH AVENUE
 MIAMI, FL 33136
 PHONE: (305) 574-9000
 FAX: (305) 574-9001
 WWW.WMFARES.COM

ROYAL PALM SOUTH
 MIAMI, FL
 Side Elevations

Scale: 1/8" = 1'-0"	Date: JANUARY 2015
Drawn: ENB/DG	
Checked: SGT	
Project: 2013-18	A4

Schedule F: Site Plan - Commercial 2 with Drive-Thru



LANDSCAPE LEGEND

	LARGE GROWING
	SAPLING
	ORNAMENTAL TREE
	RETAINMENT WALL
	EVERGREEN TREE
	WHITE SPACE
	MATURE TREE
	SHRUBS/GROUNDCOVER/ORNAMENTAL GRASSES
	BENCH
	BICYCLE
	PAVERS
	WETLAND
	GRASS

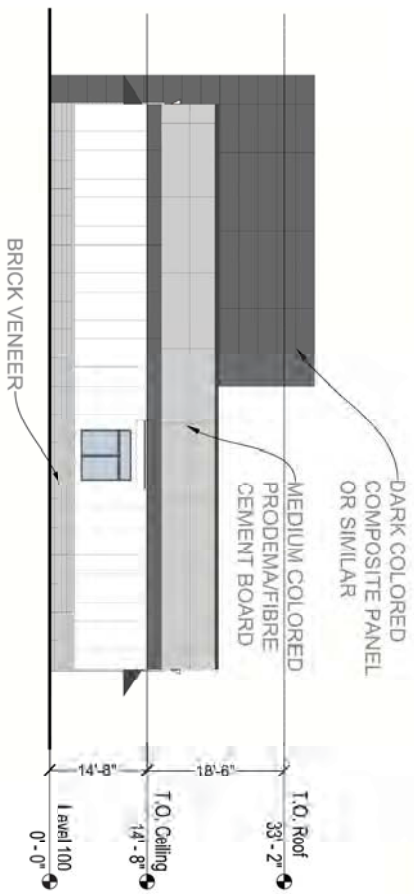
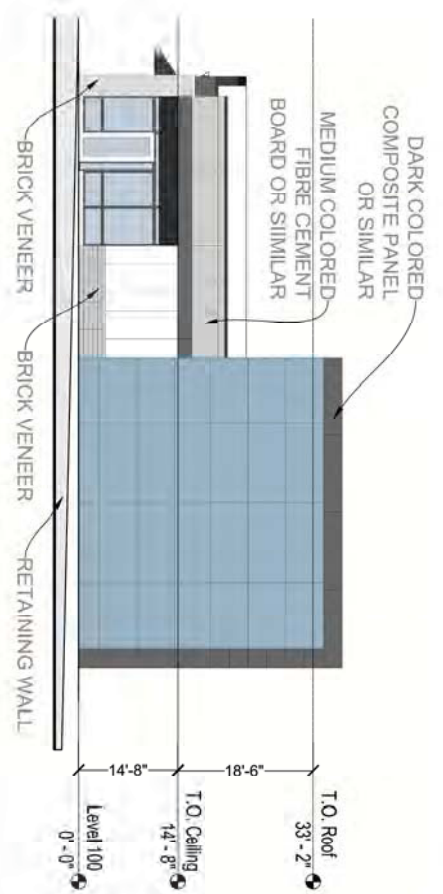
CALCULATIONS	
PROJECT DATA	
LOT AREA	= 43,180 SQ FT
BUILDING FOOTPRINT	= 7,300 SQ FT
PARKING	= 33 SPACES

- NOTES:**
1. ALL GARAGE REFUSE FOR MULTIFAMILY BUILDINGS TO BE LOCATED WITHIN UNDERGROUND PARKING.
 2. CONSTRUCTION OF GRANITE KOLLIDER AND/OR STONE STRONG PRECAST BLOCKS.
 3. PUBLIC ACCESS THROUGH PLAZA TO PLAZA AND PUBLIC LIGHT POLES SPACED AT 60FT ON CENTER.

1 Site Plan with Drive-Thru
T = 20'-0"

PROJECT: PROPOSED COMMERCIAL DEVELOPMENT

CONSULTANT: ENB
 SCALE: T = 20'
 DATE: FEBRUARY 2015
 SHEET: SDP



No.	Date	Description

WM FARNS ARCHITECTS ENGINEERS PLANNERS 1300 WASHINGTON ST. SUITE 200 ANNAPOLIS, MD 21403 TEL: 410-291-1120 WWW.WMFARNS.COM	Prepared by: Project: PROPOSED COMMERCIAL DEVELOPMENT - COM 2 Title: SIDE ELEVATIONS Date: FEBRUARY 2015
---	--

Scale: 1/8" = 1'-0"	Sheet: ENB/IG
Drawn: SGT	Project: 2013-19

W3	ROCKDALE SOUTH ANNAPOLIS, MD
----	---------------------------------

Side Elevations

A3



1 Site Plan
1" = 30'-0"

LANDSCAPE LEGEND

- LARGE GROWING
 - SILVER MAPLE
 - YELLOW BIRCH
- ORNAMENTAL TREE
 - RED MAWLE
- EVERGREEN TREE
 - WHITE SPRAUCE
 - WHITE PINE

• SUBSPREWALKS/ORNAMENTAL GRASSES

• BENCH

• BICYCLE

• PLYERS

• WETLAND

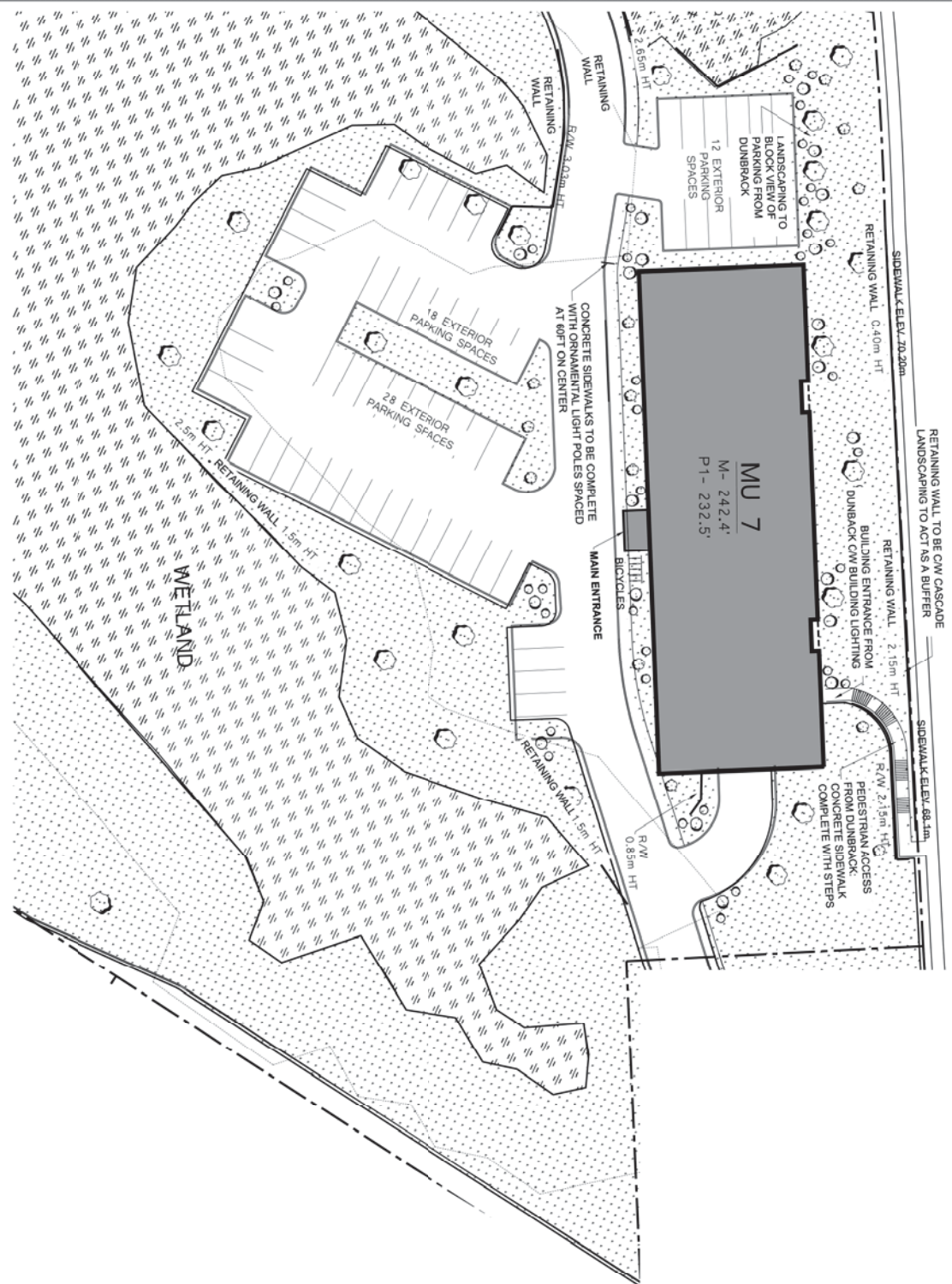
• GRASS

NOTES:

1. GARBAGE REUSE FOR MULTIMTI BUILDINGS TO BE LOCATED WITHIN UNDERGROUND PARKING.
2. RETAINING WALLS TO BE CONSTRUCTED OF PRECAST BLOCKS AND/OR'S ONE STRONGS PUBLIC ACCESS THROUGH-FARE: CONCRETE SIDEWALKS TO BE COMPLETE WITH ORNAMENTAL LIGHT POLLS SPACED AT 8 FT ON CENTER.

<p>WM FARES G R O U P ARCHITECTS ENGINEERS PLANNERS</p> <p>Project: PROPOSED COMMERCIAL DEVELOPMENT Client: SGT Project: 2013.19</p> <p>ROCKONHAW SOUTH MAYFAIR, N.Y.</p> <p>Site Plan - MU 7</p>	<p>Scale: 1" = 30' FEBRUARY 2015 Drawn: ENB Checked: SGT Project: 2013.19</p> <p>SDP1</p>
--	---

1 Site Plan
1" = 20'-0"



LANDSCAPE LEGEND

- LARGE GROWING TREE
- SUGAR MAPLE
- YELLOW BIRCH
- ORNAMENTAL TREE
- RED MAPLE
- EVERGREEN TREE
- WHITE SPRUCE
- WHITE PINE
- STRIPED SIDEWALKS/ORNAMENTAL GRASSES
- CONCRETE SIDEWALK COMPLETE WITH STEPS
- BENCH
- BICYCLE
- PAVERS
- WETLAND
- GRASS

- NOTES:**
1. GARAGE RE-USE FOR MULTIPLE BUILDINGS TO BE LOCATED WITHIN UNDERGROUND PARKING.
 2. RETAINING WALLS TO BE CONSTRUCTED OF PRECAST BLOCKS, AND/OR'S ONE STRONG PUBLIC ACCESS THROUGH-FARE.
 3. CONCRETE SIDEWALKS TO BE COMPLETE WITH ORNAMENTAL LIGHT POLES SPACED AT 60FT ON CENTER.

<p>ARCHITECTS ENGINEERS PLANNERS</p>		<p>ROCKAWAY SOUTH MAYFAIR, N.Y.</p>	
<p>Proposed PROPOSED COMMERCIAL DEVELOPMENT</p>		<p>Scale: 1" = 20' FEBRUARY 2015 Date: ENB Checked: SGT Project: 2013-19</p>	
<p>Site Plan - MU 7 Enlarged</p>		<p>SDP2</p>	



No.	Date	Description

WM FARRES
CORPORATION
7000 RIVERSIDE DRIVE
DENVER, CO 80231

PROPOSED 50 UNIT
MULTIUNIT DEVELOPMENT
MU 7

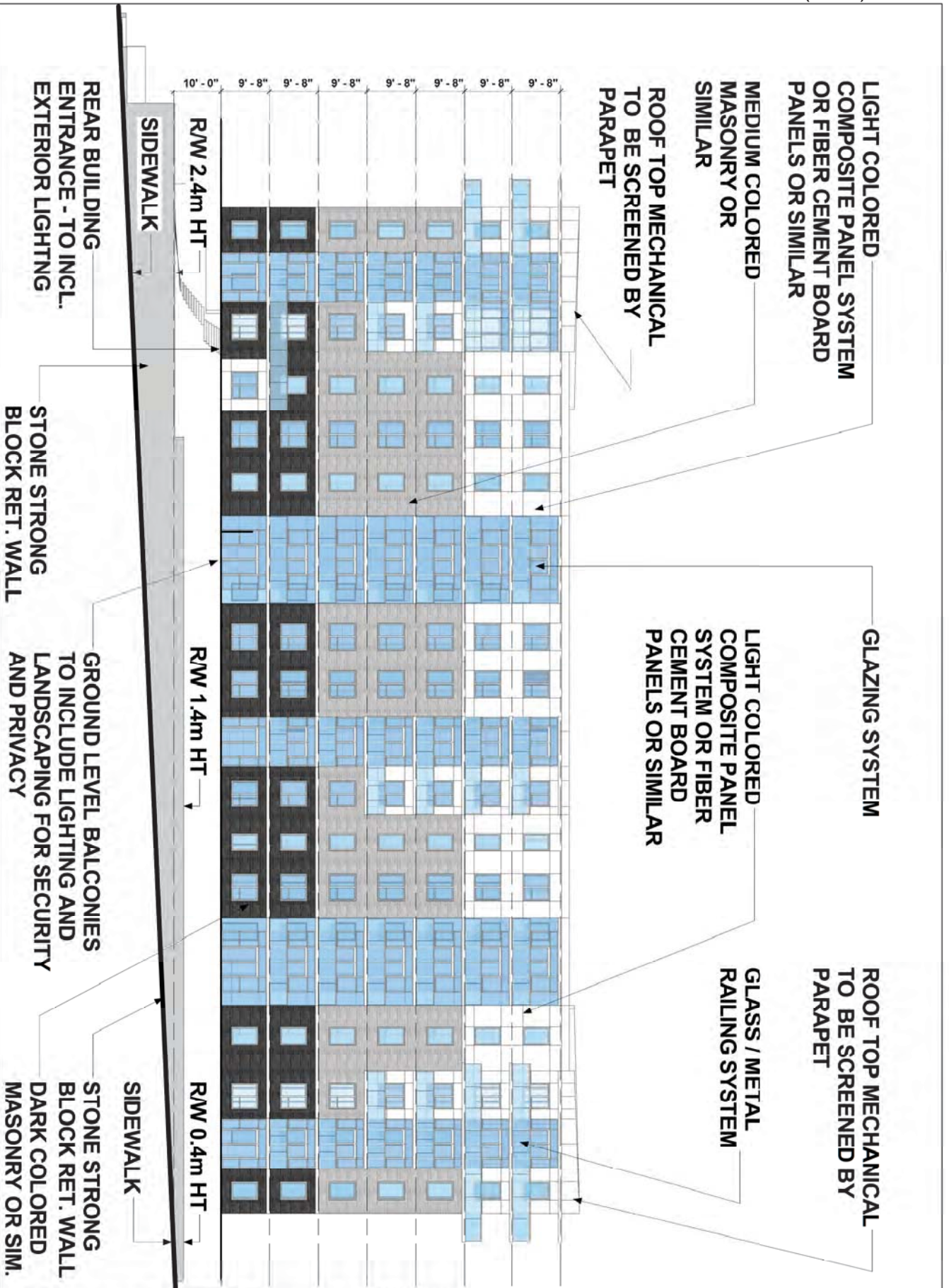
WINDHAM SOUTH

East Elevation - Front

Scale: NTS Date: December, 2014

Drawn: CH Check: SGT

Project: 201218 Title: A9



No.	Date	Description

WM FARRES
CONSTRUCTION
 ARCHITECTS
 1500 MARKET STREET, SUITE 200
 DENVER, CO 80202
 TEL: 303.733.9664
 WWW.WMFARRES.COM

PROPOSED EXHIBIT
 MULTIPHASE DEVELOPMENT
 MU 7
 KODACHROME SOUTH

Scale	NTS	Date	December, 2014
Drawn	CHI		
Checked	SGT		
Project	2013-18		

West Elevation - Rear
 A 10



DARK COLORED COMPOSITE PANEL SYSTEM OR FIBER CEMENT BOARD PANELS OR SIMILAR

GLASS / METAL RAILING SYSTEM

BUILDING WIDTH
66' - 0"

LIGHT COLORED COMPOSITE PANEL SYSTEM OR FIBER CEMENT BOARD PANELS OR SIMILAR

WINDOWS

BUILDING ENTRANCE

DARK COLORED MASONRY OR SIMILAR

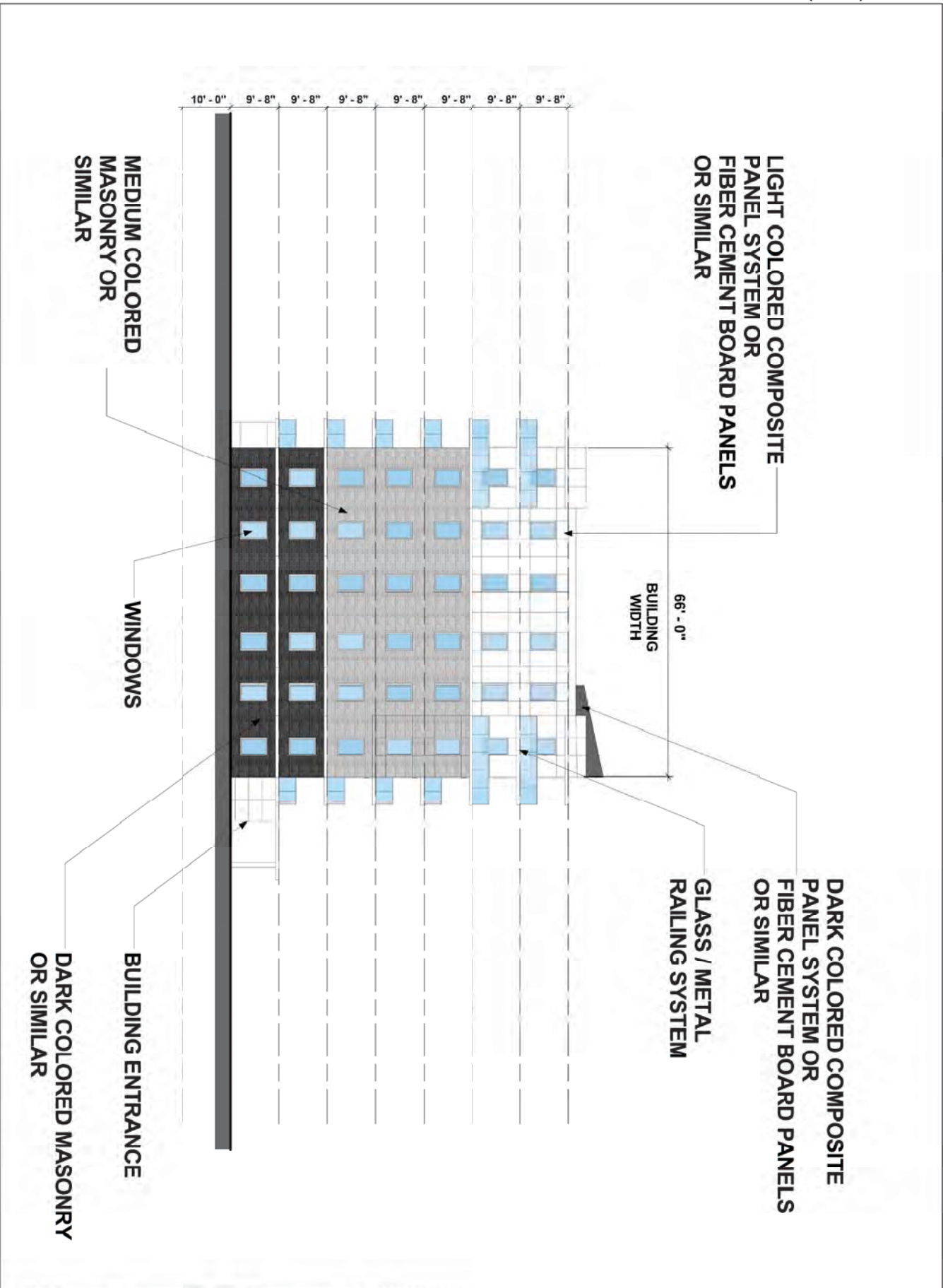
REAR BUILDING ENTRANCE - ENTRANCE TO INCLUDE EXTERIOR LIGHTING

MEDIUM COLORED MASONRY OR SIMILAR

No.	Date	Description

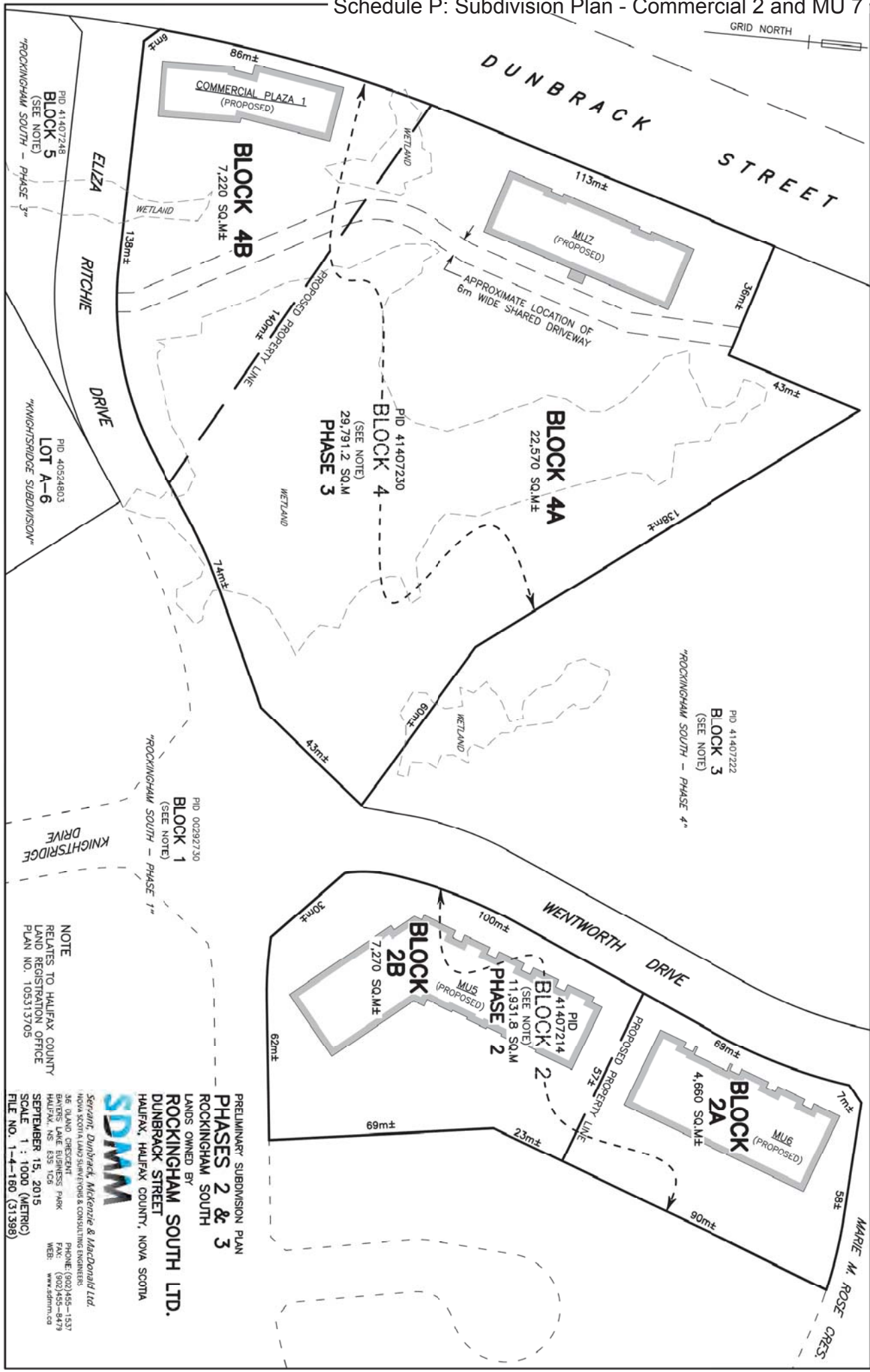
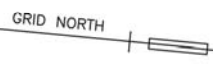
Scale	NTS	Date	December, 2014
Type	CH		
Checked	SGT		
Typed	2012/18		A11

PROPOSED JOINT MULTITENANT DEVELOPMENT MU7	
NORTH ELEVATION - SIDE	



No.	Date	Description

<p>WM FARES CENTRAL UTILITIES PUBLIC SERVICE</p>	<p>PROPOSED QUANT MULTIUNIT DEVELOPMENT MU 7</p>
<p>WISCONSIN SOUTH GENERAL CONTRACTOR</p>	<p>South Elevation - Side</p>
<p>Scale: NTS</p> <p>Date: December, 2014</p> <p>Client: CHI</p> <p>Contract: SGT</p> <p>Project: 2013-14</p>	<p>Sheet: A 12</p>



NOTE
RELATES TO HALIFAX COUNTY
LAND REGISTRATION OFFICE
PLAN NO. 105313705

**PRELIMINARY SUBDIVISION PLAN
PHASES 2 & 3
ROCKINGHAM SOUTH**

LANDS OWNED BY
ROCKINGHAM SOUTH LTD.
DUNBRACK STREET
HALIFAX, HALIFAX COUNTY, NOVA SCOTIA

SDMM
Serrant, Dunbrack, McKenzie & MacDonald Ltd.
NOVA SCOTIA LAND SURVEYORS & CONSULTING ENGINEERS
36 OLAND CRESCENT
BAYVIEW LAKE BUSINESS PARK
HALIFAX, NS B3S 1C6
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WEB: www.sdmm.ca

SEPTEMBER 15, 2015
SCALE 1 : 1000 (METRIC)
FILE NO. 1-4-160 (31398)