

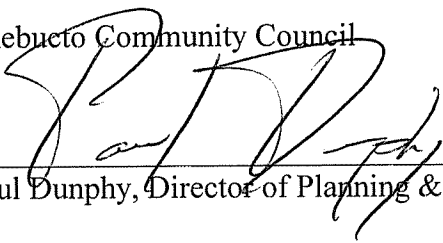


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Chebucto Community Council
June 12, 2006

To: Chebucto Community Council

Submitted by:


Paul Dunphy, Director of Planning & Development Services

Date: May 17, 2006

Subject: **Case 00791: Stage II, Phase 1 Development Agreement - Mount Royale Residential Development - Main Avenue, Halifax**

ORIGIN

Application by Byblos Development Group for a Stage II Development Agreement to permit two apartment buildings and a Community Entrance Park.

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. Approve the Stage II Development Agreement for Phase 1 of the Mount Royale Residential Development on Main Avenue, Halifax, presented as Attachment A of this report; and,
2. Require the Stage II Development Agreement be signed and delivered within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND:

- A Stage I Development Agreement was approved by Council on April 4, 2005. This agreement establishes a concept plan for the entire development (See Attachments D and E).
- The second stage (Stage II) requires more detailed plans and development agreements for individual phases of the development. Stage II development agreements are to be consistent with the Stage I agreement.
- A public hearing is not required at Stage II.

DISCUSSION:

The proposal consists of the following:

- Building 10 - a four (4) storey 88 unit residential apartment building;
- Building 9 - a seven (7) storey 132 unit residential apartment building; and
- a community entrance park (P-3) located at the intersection of Regency Park Drive and North West Arm Drive on lands owned by HRM and Nova Scotia Department of Transportation and Public Works.

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

- **Building Design:** A list of materials has been provided for both buildings and is attached to the Development Agreement as Schedule I. Mechanical equipment has been required to be screened and exposed foundation/garage walls are to be finished. To provide for some flexibility in interior layout a maximum 10% increase or decrease in the number of units in a building has been allowed.
- **By-law Conformance:** Building 10 conforms to the R-4 (Multiple Dwelling) Zone as identified in Attachment C. Building 9 has been given relief in the Development Agreement from the R-4 Zone requirements for density, angle controls, open space and landscape open space as identified in Attachment B.
- **Parking:** Ample parking has been provided for both buildings. Building 10 has a single level of enclosed parking containing 60 spaces and there are 71 surface spaces provided which yields 1.49 spaces per unit. Building 9 has two levels of enclosed parking containing 120 spaces and there are 83 surface spaces provided which yields 1.33 spaces per unit.
- **Streets and Municipal Services:** Both buildings are generally accessed off of Main Avenue so are able to proceed while Regency Park Drive and the realignment of Main Avenue are under construction. Uninterrupted access must be maintained to properties on Main Avenue during construction and road realignment. All necessary easements are to be provided.

- **Landscaping:** A planting plan (Schedule K) proposes the minimum requirements for landscaping. Proposed planting within the existing Main Avenue Right-of-Way, which will no longer be needed after the realignment, is dependant upon the disposition of those lands.
- **Community Entrance Park:** The proposed park plan, Schedule J, addresses the proposed landscaping to be done at the Developer's expense and tree preservation for the park. The Developer will be required to clear some of the park area, grade, topsoil, hydroseed with a low maintenance ground cover and provide some plant material. The park development site plan and preliminary cost estimate identifies that service laterals are not required.
- **Radio Frequency Emission Issues:** Through the Stage II Development Agreement review a knowledgeable RF consultant identified methods of mitigation to reduce the impacts of radio frequency overload and television ghost interference as required in the Stage I Development Agreement. The Developer has verified that the buildings shall include mitigation materials as advised by their consultant. The Stage II agreement requires that the buildings are located as previously reviewed by CBC and as identified in the Schedules.
- **Signs:** A subdivision entry sign has been allowed on the Developer's lands within Phase 1.
- **Addressing:** The realignment of Main Avenue will necessitate the readdressing of some existing properties and the Developer is responsible for this cost.

BUDGET IMPLICATIONS

None.

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN

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

ALTERNATIVES

1. Chebucto Community Council could approve the Stage II, Phase 1 Development Agreement as set out in Attachment A. This is the recommended approach.
2. Chebucto Community Council could direct that revisions be made to the draft Agreement. Depending on the extent of changes requested, an additional staff report(s) may be required.

3. Chebucto Community Council may refuse this Development Agreement. This is not recommended as it complies with the policies of the Halifax Municipal Planning Strategy. If Community Council chooses to reject the application, reasons must be given.

ATTACHMENTS



Map 1	Location and Zoning
Attachment A	Proposed Stage II, Phase 1 Development Agreement with Schedules
Attachment B	Building 9 - By-law Conformance Chart (drawing number 00791-0070)
Attachment C	Building 10 - By-law Conformance Chart (drawing number 00791-0071)
Attachment D	Approved Stage I Development Agreement
Attachment E	Approved Amending Agreement for Stage I

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.
Report Prepared by: Randa Wheaton, Senior Planner, Planning Applications, Planning and Development Services, 490-4499



Map 1 - Location and Zoning

Mount Royale Subdivision
Phase 1

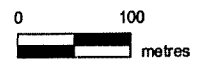
-  Subject area
-  Proposed road alignment

Halifax Mainland By-Law Area

Zone

- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-4 Multiple Dwelling
- RDD Residential Development District
- K Schedule K
- C-1 Local Business
- I-2 Radio Transmitter
- I-3 General Industrial

HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES



This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland Land Use By-Law area.

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

THIS AGREEMENT made this day of , 2006,

BETWEEN:

BYBLOS DEVELOPMENT GROUP

a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia, (hereinafter called the "Developer")

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY,

a municipal body corporate, Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain undeveloped lands located off Main Avenue, Halifax, (Block N2-B2, PID # 40541682 and a portion of Block 5MR, PID # 00271924) formerly known as the Butler Brothers Limited lands and which said lands are more particularly described in Schedule "A" hereto (hereinafter called the "Lands");

AND WHEREAS, the Chebucto Community Council of Halifax Regional Municipality granted approval of a Stage I Development Agreement (Municipal Case No. 00567) pertaining to the preliminary subdivision and development of the Lands which said agreement is recorded at the Registry of Deeds at Halifax as Document Number 83128802 (hereinafter is called "the Stage I Agreement");

AND WHEREAS, the Chebucto Community Council approved a non-substantive amendment to the Stage I Agreement on February 6, 2006 to allow modifications to the street network and the park designs (Municipal Case No. 00873);

AND WHEREAS the Developer has requested that the Municipality enter into a Stage II Development Agreement to allow the construction of Phase 1 of the Mount Royale Residential Development and the completion of all infrastructure works on the Lands;

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

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on 2006, referenced as Municipal Case Number 00791;

THEREFORE in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

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

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Halifax Mainland Land Use By-law and the Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other Bylaws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations 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 HRM 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.

1.4 Conflict

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this

Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

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

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer.

1.6 Provisions Severable

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

1.7 Stage I Agreement

All terms and conditions of the Stage I Agreement remain in effect.

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

2.1.1 The Developer shall develop the Lands known as Mount Royale (PID # 40541682 and a portion of PID # 00271924), in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules B to K inclusive attached to this agreement and the plans No. 00791-0046, 00791-0055, 00791-0056, 00791-0064, 00791-0067, 00791-0073 and 00791-0082 to 00791-0085 inclusive filed in the Halifax Regional Municipality Planning and Development Services Department as Case Number 00791.

2.1.2 The Schedules to this Agreement are:

Schedule A	Legal Descriptions for Phase 1, Mount Royale Residential Development, Main Avenue, Halifax
Schedule B	Site Services Plan Phase 1 numbered 00791-0064
Schedule C	Site Plan Building 9 numbered 00791-0083
Schedule D	Building 9 - Front and Side Elevations numbered 00791-0055
Schedule E	Building 9 - Rear and Side Elevations numbered 00791-0056
Schedule F	Site Plan Building 10 numbered 00791-0073

Schedule G	Building 10 - Elevations numbered 00791-0082
Schedule H	Density Calculation Sheet numbered 00791-0067
Schedule I	List of Materials numbered 00791-0046
Schedule J	Community Entrance Park - P-3 numbered 00791-0085
Schedule K	Planting Plan numbered 00791-0084

2.2 General Description of Land Use

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

- a) Building 10 - a four storey 88 unit multiple residential apartment building with a single level of enclosed parking which complies with the R-4 Zone requirements for Mainland Halifax;
- b) Building 9 - a seven storey 132 unit multiple residential apartment building with two levels of enclosed parking which generally complies with the R-4 Zone requirements for Mainland Halifax with the exception of density, angle controls, landscape open space, and open space;
- c) Building 8 - although located within Phase I, the Developer has chosen to not proceed at this time with the construction of this building and the Stage I Development Agreement, Section 2.3.3, allows the construction of Building 8 within a later phase;
- d) Private open space, landscape areas, entry signage and walkways;
- e) Vehicular parking, loading and circulation areas;
- f) Public open space consisting of a Community Entrance Park (P3);
- g) Public street network and associated infrastructure which includes the re-alignment of Main Avenue and the extension of Regency Park Drive;
- h) Temporary accessory uses to the foregoing, including a sales office and construction trailer.

2.2.2 A density calculation sheet based on Section 2.2.8 of the Stage I Development Agreement, as amended, shall be provided with each building permit application which also tracks the overall density for all of the buildings which have received building permits previously within this project in order to verify that the overall density allowed of 39 persons per acre is not exceeded. A running total shall be provided based on the area for density calculation divided by the total density of all buildings previously approved and currently seeking approval.

2.2.3 The number of units in the multiple residential buildings may be increased or decreased by a maximum of 10% from the numbers specified herein.

2.3 Buildings/Architecture

- 2.3.1 The Developer shall construct buildings and amenities on the Lands, which, in the opinion of the Development Officer are generally in conformance with the written descriptions and Schedules B to K inclusive, attached hereto, including but not limited to their size, height, number of units and architectural design, including facade features and type of building materials.
- 2.3.2 Architectural materials and detailing in general accordance with Schedules D, E, G and I shall be provided or an acceptable equivalent which, in the opinion of the Development Officer, in consultation with a Building Official, is equivalent or of a higher quality or improved design which enhances the overall appearance or functionality of the building and furthers the intent of this agreement.
- 2.3.3 The location of the buildings shall be substantively in conformance with Schedules B, C, F and K in order to comply with Section 2.1.4 of the Stage I Development Agreement as amended.
- 2.3.4 No exposed treated lumber or vinyl siding shall be used.
- 2.3.5 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from any public street or incorporated in to the architectural treatments and roof structure. Any mechanical equipment shall be screened from view from any public street with landscaping or a combination of fencing and landscaping elements.
- 2.3.6 Any exposed foundation or parking garage face in excess of 1 metre/ 3 feet shall be architecturally detailed, veneered with stone or brick, stucco, painted, or an equivalent.
- 2.3.7 The Developer shall be entitled to modify the configuration of internal units provided the building size has not increased and the exterior appearance of the building is not affected.
- 2.3.8 All balconies shall be made of painted metal and shall have, as a minimum, decorative painted metal rails. Wooden railings are not permitted.
- 2.3.9 Architectural treatment and materials shall be continued around all sides of the buildings.
- 2.3.10 The buildings shall include mitigation materials for ghost interference as identified in Section 2.8.3 of the Stage I Development Agreement, as amended. The buildings shall include mitigation methods for Radio Frequency Overload, as advised by Oldham Engineers Inc., such as grounding, bonding, shielding and filtering for building electrical wiring and apparatus including signaling cables (intercom, alarms, etc.).

- 2.3.11 A minimum of 120 interior bicycle parking spaces shall be provided within the two levels of underground parking.

2.4 Parking, Circulation and Access

- 2.4.1 The parking areas, driveways and circulation aisles shall be sited as generally shown on Schedules B, C, F and K. The parking areas shall maintain a minimum setback from all property lines of 0.6 metres (2 feet) and as generally shown on the plan. All parking areas, driveways and circulation aisles shall be asphalt or concrete and be defined by curbing.
- 2.4.2 The parking areas, driveways and circulation aisles shall comply with the requirements of the Land Use By-law for Mainland Halifax as amended from time to time, Bylaw S-300 Respecting Streets, the Municipal Service Systems Guidelines and any other applicable legislation.
- 2.4.3 Driveway widths shall be shown for all proposed driveways and are to be a minimum of 23 feet. The driveways for Buildings 9 and 10 are to be installed during the construction of roads and services as part of the subdivision process.
- 2.4.4 Lighting shall be directed to all driveways, parking areas, loading areas, building entrances and walkways and away from streets and abutting properties. Proposed lighting shall be shown on the site plan and building drawings prior to the issuance of a building permit. All lighting shall be installed prior to the issuance of an occupancy permit.

2.5 Landscaping

- 2.5.1 Landscaping shall be provided in accordance with the planting plans attached as Schedules J and K, as a minimum, with the exception of the planting shown in the Main Avenue Right-of-Way. The planting in the Main Avenue Right-of-Way shall only proceed in the event that the lands are transferred into the ownership of the Developer should that portion of the Main Avenue Right-of-Way be closed. Alternately, if the portion of Main Avenue Right-of-Way is closed and should HRM retain the ownership then permission from HRM Real Property, Transportation and Public Works Services is required prior to planting or alternate arrangements with T&PWS should be made at that time.
- 2.5.2 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.
- 2.5.3 The Development Officer may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.

- 2.5.4 Shrub material or vines in combination with decorative fencing shall be used to screen any electrical transformers or other utility boxes.
- 2.5.5 The pedestrian walkways and exterior bicycle parking pads shall be located as shown on Schedules C and F, constructed of poured in place concrete with a broom finish and in accordance with the applicable HRM specifications.
- 2.5.6 All disturbed areas shall be reinstated to original condition or better.
- 2.5.7 Prior to issuance of an Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 2.5.8 Notwithstanding the above the occupancy permit may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the occupancy permit, the Municipality may use the deposit to complete the landscaping as set out in Schedules V and W. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

2.6 Maintenance

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

2.7 Public Park

- 2.7.1 The Developer shall design and construct the approximately 1600 square metre Community Entrance Park (P3) currently owned by NSTPW and HRM as generally shown on Schedule J with road frontage on Regency Park Drive and North West Arm Drive. The Developer shall, at their cost, do a detailed design (incorporated into Site

Grading and Landscaping and Engineering drawings), prepare the site, and provide and install landscaping in consultation with HRM's Park Planning staff. Site design and development Equivalent Value is estimated to be \$40,000.

- 2.7.2 The proposed landscaping on lands owned by HRM and the Province shall include as a minimum twelve (12) red oak (*Quercus rubra*), a minimum size of 60 mm caliper, and three (3) Colorado Blue spruce (*Picea pungens glauca*), a minimum height of 1.5 metres (5 feet) or substitutions approved by HRM's Park Planning staff. The cleared area of the park is to be prepared as if for sod/grass but a low maintenance, drought tolerant ground cover, Crown Vetch (*Coronilla varia* mixed with a cover grass to help with establishment) or as an alternate an approved low maintenance, drought tolerant wildflower seed mixture is to be hydroseeded in place of grass.
- 2.7.3 Section 2.6.1.5(b) in the Stage I Development Agreement, as amended, requires the Developer to equip the Community Entrance Park (P3), with HRM approved water and sewer laterals, power, lighting, communications service, sidewalks and driveways. The park development site plan and preliminary cost estimate identifies that service laterals are not required.
- 2.7.4 The Developer shall, to the satisfaction of the Development Officer in consultation with the Parkland Planner, design (via Grading, Landscaping, and Engineering plans), regrade, topsoil, hydroseed with Crown Vetch (mixed with a cover grass to help establishment) or approved equivalent and replant the parkland outside the existing wooded area to be preserved as shown in Schedule J prior to acceptance of secondary services in Phase 1.

2.8 Signs

- 2.8.1 No ground sign shall obstruct the vision of drivers leaving/entering the roadway or driveways, or detract from the visibility or effectiveness of any traffic sign or control device on public streets.
- 2.8.2 A maximum of eight (8) signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.
- 2.8.3 No mobile, moveable or fluorescent coloured signs or billboards shall be permitted, illuminated or otherwise.
- 2.8.4 The proposed subdivision entry signage shall be located on lands owned by the Developer and shall be constructed of precast concrete or equivalent, be a maximum of 10 metres (33 feet) long and a maximum of 3 metres (9.5 feet) high.

- 2.8.5 Except as otherwise specifically provided for above, all signs shall comply with the requirements of the Mainland Halifax Land Use Bylaw.

2.9 Civic Addressing

- 2.9.1 Readdressing of the existing properties on Main Avenue will be necessary upon it's realignment. As there are commercial facilities involved, the Civic Addressing By-law allows for an extended notification period of up to 180 days. The cost of readdressing is to be incurred by the Developer possibly through a contribution to the owners to defer costs. The Developer is to contact Civic Addressing when the realignment of Main Avenue is under construction in order to make arrangements for the readdressing of the properties impacted.

2.10 Streets And Municipal Services

- 2.10.1 All construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.
- 2.10.2 Servicing for Buildings 9 and 10 must match the most current engineering drawings submitted by MacDonnell Group for subdivision approval. All laterals for Buildings 9 and 10 are to be installed during the construction of services.
- 2.10.3 At the building permit stage, supplemental information will be required including but not limited to 1:100 year ponding limits in the parking lot catchbasins, pipe inverts, limiting flows to 40%, etc.
- 2.10.4 All secondary electrical, telephone and cable service to all multiple unit residential buildings shall be underground installation.
- 2.10.5 All services shall be designed and constructed in accordance with the Municipal Service Systems Guidelines.
- 2.10.6 The water distribution system shall conform with the schematics presented on Schedule B and all design and construction requirements of the Halifax Regional Water Commission.

- 2.10.7 The sanitary sewer system shall conform with the schematics presented on Schedule B and the design and construction standards of the Municipal Service Systems Manual, unless otherwise acceptable to the Development Engineer.
- 2.10.8 Burning of site material such as but not limited to vegetation, brush and trees shall be prohibited. Burning of site material may be permitted if approval in writing is granted by Fire Services.
- 2.10.9 The buildings shall include interior designated spaces for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources. Refuse containers and waste compactors shall be confined to the underground parking areas of each building.
- 2.10.10 Utility easements shall be provided as necessary but the use of easements shall be limited to locations where construction within street rights-of-way are not feasible.
- 2.10.11 Due to the realignment of Main Avenue, the Halifax Regional Water Commission will require that the appropriate easements be provided for its transmission mains in the Main Avenue/Regency Park Drive corridor prior to final subdivision approval.
- 2.10.12 Uninterrupted road access shall be maintained to properties owned by others on Main Avenue during the course of the development.
- 2.10.13 North West Arm Drive is a controlled access street, as such any proposed access/intersections to Regency Park Drive shall be a minimum of 60 metres (196.85 feet) from the intersection with North West Arm Drive. The Nova Scotia Transportation and Works Department shall retain ownership of Regency Park Drive for 60 metres from the turn tapers of the intersection with North West Arm Drive.
- 2.10.14 No blasting activities shall occur within 30 metres (100 feet) of any Halifax Regional Water Commission reservoir structure or large diameter water main. The reservoir structure shall be included in a pre-blast survey as part of any blasting requirements the Developer may have.
- 2.10.15 For multiple unit residential buildings, security may be accepted for the completion of outstanding on-site paving and landscaping work prior to issuance of the first occupancy permit. Such security shall consist of a security deposit in the amount of 120 per cent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. All outstanding work shall be

satisfactorily completed within one year of the date of receipt of the security deposit. The security shall be returned to the Developer when all outstanding work is satisfactorily completed and the letter required in section 2.5.7 of this agreement has been received.

- 2.10.16 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer in consultation with the Development Engineer.
- 2.10.17 Final subdivision approval shall not be granted on the Lands or any portion thereof, until all primary services (defined as sanitary sewer, storm sewer, water system and hydrants, sewer and water service laterals to the street line, surface drainage, curb and gutter with base, roadway with sub-base and first lift asphalt, street signs and underground electrical services) have been completed. The Development Officer shall not issue final subdivision approval until security has been provided to the Municipality to cover the second lift of asphalt and all incomplete secondary services. Such security shall be in the amount of 120 per cent of the estimated cost of completion of all outstanding work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit in the Municipality's name issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality. Should the Developer not complete the work within three years from the date of permit issuance, the Municipality may use the deposit to complete the work as set out in the above subsections. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.
- 2.10.18 For the portion of public road affected by this Stage II Development Agreement, the Developer agrees to comply with all detailed plans approved for construction as defined in the Municipal Servicing Agreement.
- 2.10.19 The Developer agrees to comply with all drawings approved through the subdivision process. If the Developer fails at any time during any site work or construction to fully conform to the approved plans, 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 plans.

PART 3: AMENDMENTS

- 3.1 Amendments to any matters not identified under Section 3.2 of this agreement shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.
- 3.2 The following items are considered by both parties to be not substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act:
- (a) Changes to the exterior architectural appearance of the buildings or the construction materials of the buildings as shown on the attached schedules, provided that plans are submitted for any changes to the building design and that such changes, in the opinion of Council, are minor in nature;
 - (b) Changes to the landscaping measures as shown on Schedules J and K or as detailed in Section 2.5 of this agreement which, in the opinion of Council, are minor in nature;
 - (c) The granting of an extension to the date of commencement of construction as identified in Section 4.4 of this agreement; and
 - (d) The length of time for the completion of the development as identified in Section 4.5 of this agreement.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGES

- 4.1 A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia, and the Developer shall incur all costs in recording such documents.
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this agreement until this Agreement is discharged by Council.
- 4.3 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.4 In the event that construction on the lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, commencement shall mean completion of the footings for the proposed building

- 4.5 If the Developer fails to complete the Phase 1 development or portions thereof, or after five (5) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.
- 4.6 Upon the completion of the development or portions thereof, or within/after five (5) years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Mainland Halifax, as may be amended from time to time.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

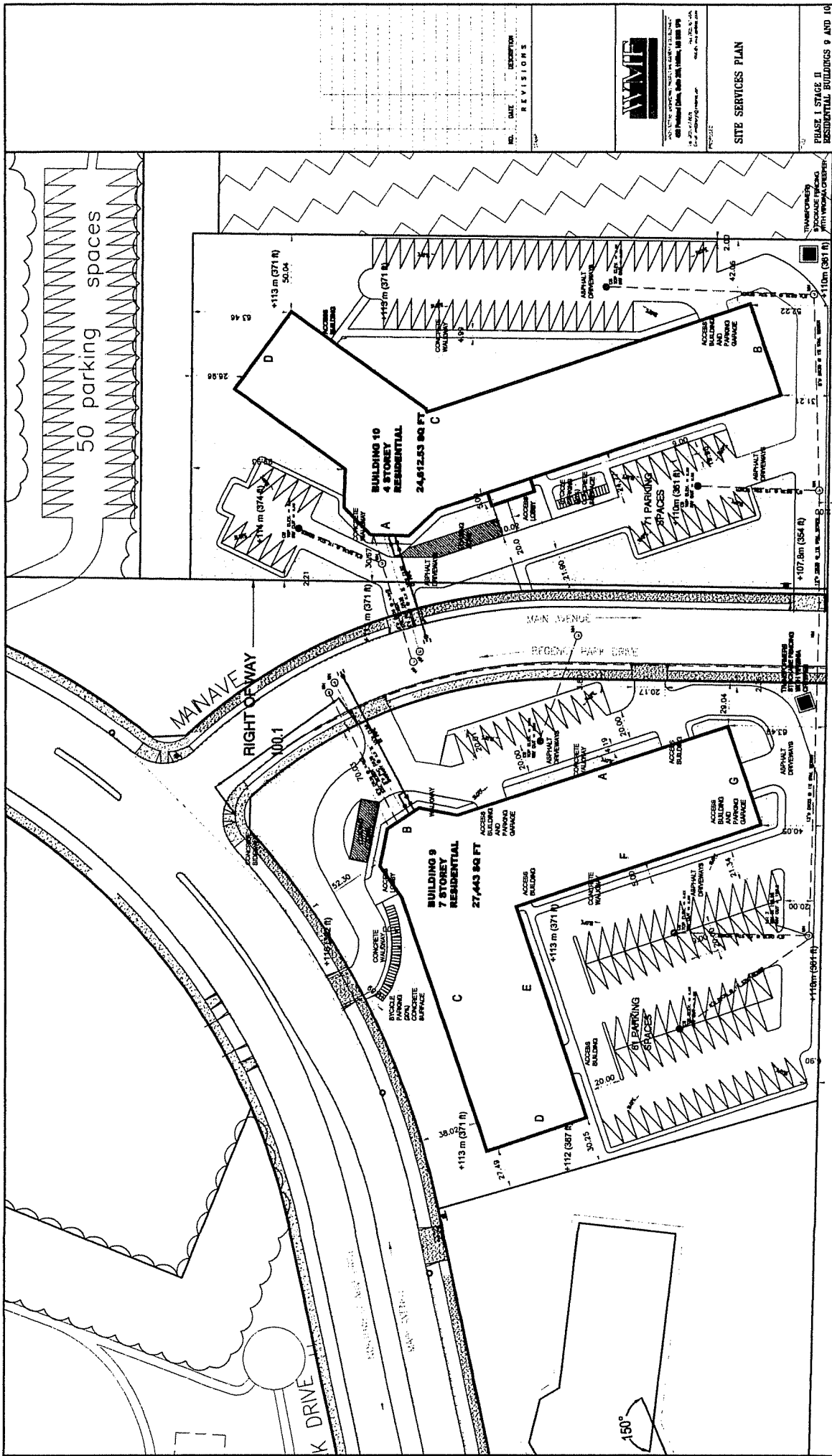
- 5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of 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 one day of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
 - (b) the Municipality may enter onto the Property 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 development 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 Property and be shown on any tax certificate issued under the Assessment Act;

- (c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

)	<u>BYBLOS DEVELOPMENT GROUP</u>
)	
)	
)	per: _____
)	
per: _____)	per: _____
)	
)	<u>HALIFAX REGIONAL MUNICIPALITY</u>
Sealed, Delivered and Attested)	
by the proper signing officers of)	
Halifax Regional Municipality)	
duly authorized on that behalf)	per: _____
in the presence of:)	MAYOR
)	
_____)	per: _____
per:)	MUNICIPAL CLERK

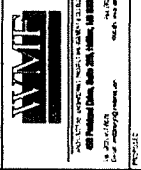


ACCESS TO HRWC

UTILITY CORRIDOR

00791-0064

NO.	DATE	DESCRIPTION	REVISIONS

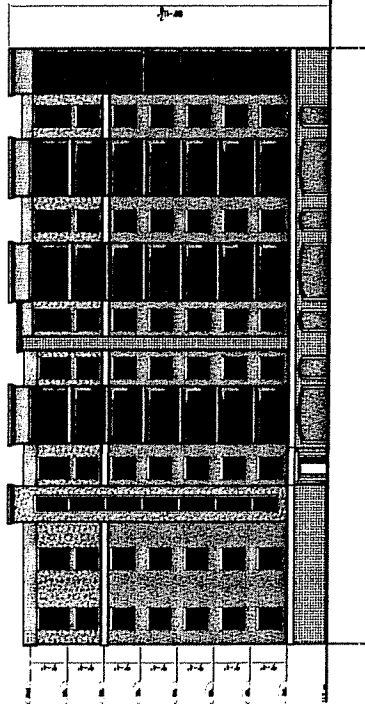


SITE SERVICES PLAN

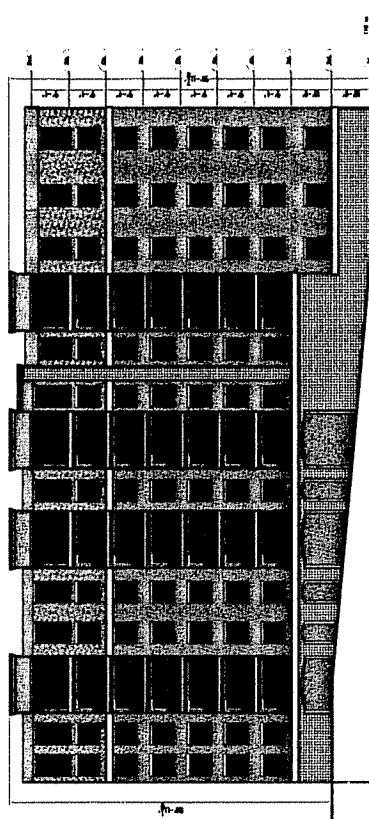
PHASE I, STAGE II
RESIDENTIAL BUILDINGS 9 AND 10

DATE	NOV 14
SCALE	1"=30'
PROJECT	200533

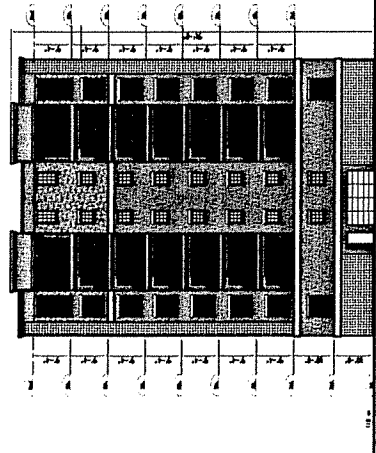
(E)



(F)

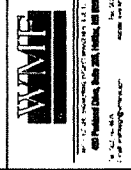


(G)



- BRICK
- STONE
- CURTAIN WALL
- GLASS
- SIDING
- SANDSTONE

NO.	DATE	DESCRIPTION

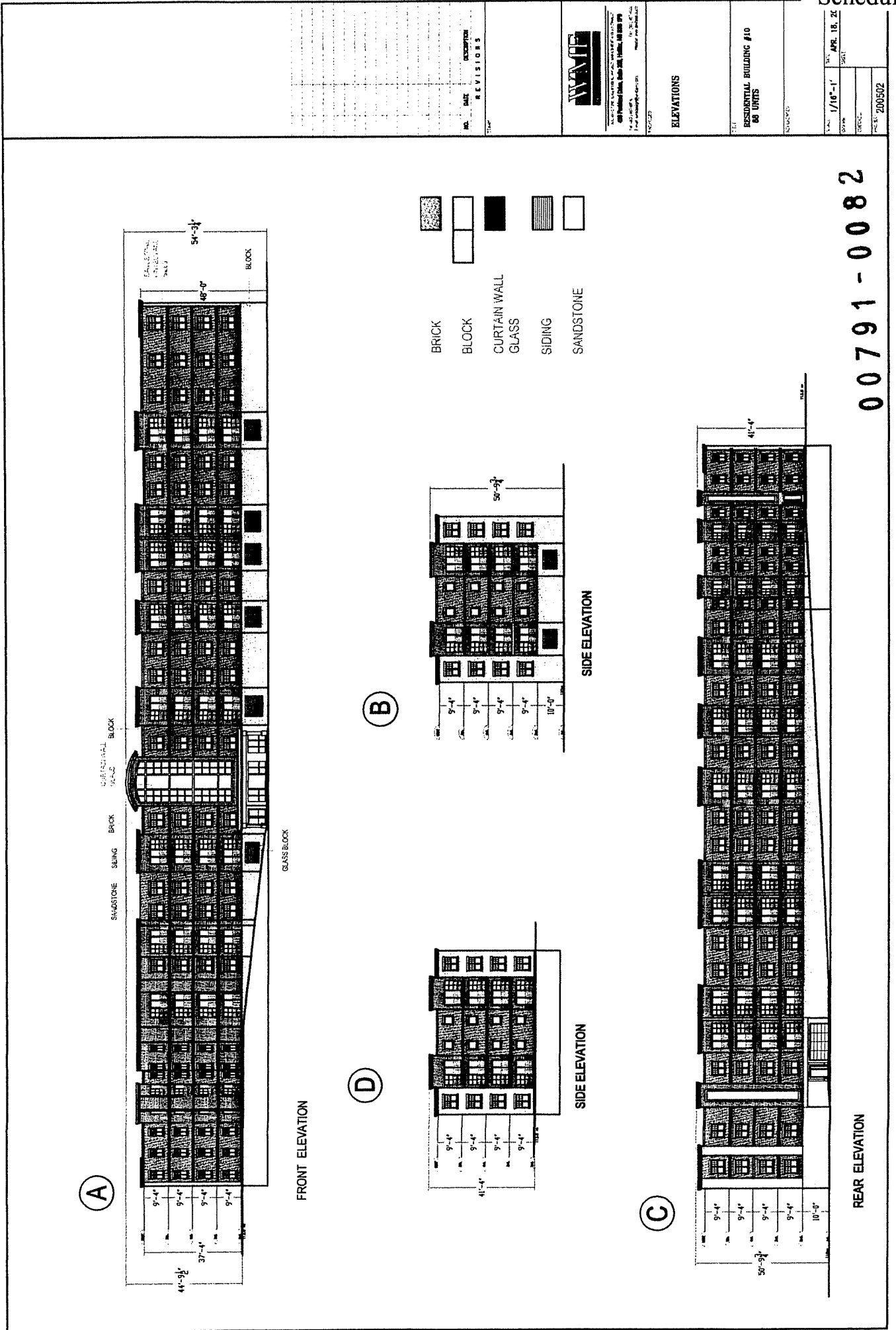


REAR AND SIDE ELEVATIONS

RESIDENTIAL BUILDING #2
133 UNITS

SCALE	1/16"=1'
DATE	MAY 2, 2006
DRAWN BY	
CHECKED BY	
PROJECT	200507

00791-0056



00791-0082

WASHINGTON VALLEY ARCHITECTURAL FIRM 488 Piedmont Drive, Suite 200, Gaithersburg, MD 20878 Tel: 301-251-4200 Fax: 301-251-4201 www.wvaf.com	
ELEVATIONS	
RESIDENTIAL BUILDING #10 66 UNITS	
DATE: 1/16'-11'	SCALE: APR. 18, 20
DRAWN BY:	CHECKED BY:
PROJECT NO: 200502	SHEET NO:

NOVEMBER 10, 2005

**Application for Stage II approval, phase I.
Case 00567: Development Agreement. Lands of Butler Brothers Limited.
MOUNT ROYAL. Main Avenue.**

00791-0067

DENSITY CALCULATION SHEET

- **AREA FOR DENSITY CALCULATION** includes: lot area, frontage with street and permanent open spaces based on 30ft-9.1 m.

BUILDING 9

LOT AREA	AREA FOR DENSITY CALCULATION	UNIT TYPES	# UNITS		DENSITY	PERSONS/ACRE
9,089 SQ M	11,961 SQ M 2.96 ACRES	1 BEDROOM	8 (2 first floor, 1 per other floors)	2.0	16	
		2 BEDROOM	124 (17 first and second floor, 18 per other floors)	2.25	279	
		TOTAL	132 (7 floors)		295	99.66

BUILDING 10

LOT AREA	AREA FOR DENSITY CALCULATION	UNIT TYPES	# UNITS		DENSITY	PERSONS/ACRE
8,506 SQ M	12,345 SQ M 3.05 ACRES	1 BEDROOM	28 (7 per floor)	2.0	56	
		2 BEDROOM	60 (15 per floor)	2.25	135	
		TOTAL	88 (4 floors)		191	62.62

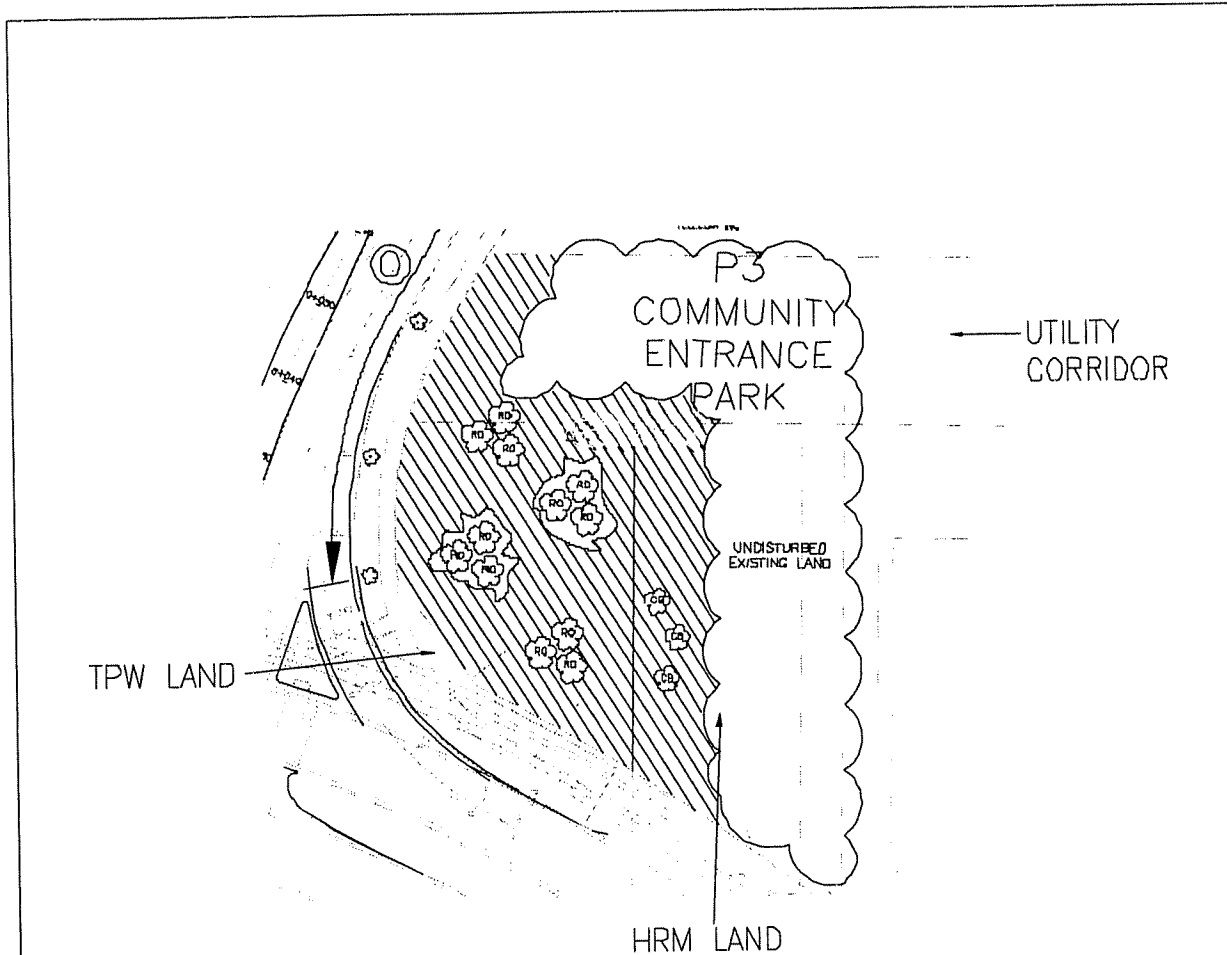
MOUNT ROYALE
LIST OF MATERIALS FOR BUILDING 9

	MATERIAL	COLOUR	Location	Reflecting Material
WALLS	Brick Running bond	Tapestry red range		Foil Faced Cavity Rock Cavity Wall Insulation or equivalent product as per section 2.8.3 of the Stage I Development Agreement.
	Brick soldier course	Tapestry buff range		
	Brick Herring bond	Rockface grey range		
	Hardy Plank Siding	Taupe	Balcony Walls	
	Standing Seam Aluminum siding	Taupe		
	Stone	Ashlar	Basement and towers	
	Sand stone	Sand	Horizontal Band and window lintels and sills	
WINDOWS	Vinyl	White		
DOORS	Vinyl	White		
RAILINGS	Aluminum and glass panels	Black		



MOUNT ROYALE
LIST OF MATERIALS FOR BUILDING 10

	MATERIAL	COLOUR	Location	Reflecting Material
WALLS	Brick Running bond	Harvard Colonial		Foil Faced Cavity Rock Cavity Wall Insulation or equivalent product as per section 2.8.3 of the Stage I Development Agreement.
	Hardy Plank Siding	Pearl grey	Balcony Walls	
	Block	Tan	Basement and towers	
	Block Basket weave	Red	Basement	
	Sand stone	Sand	Window lintels and sills	
WINDOWS	Vinyl	White		
CURTAIN WALL GLASS	Aluminum and glass	Black		
DOORS	Vinyl	White		
RAILINGS	Aluminum	Black		

00791-0046



NOTES:
 A. P3-COMMUNITY ENTRANCE PARK FINAL PLANT LOCATION TO BE DETERMINED ON SITE BY REAL PROPERTY PLANNING.

	PICEA PUNGENS	COLORADO BLUE SPRUCE	60mm	B+B	3
	QUERCUS RUBRA	RED OAK	60mm	B+B	12

00791-0085

BUILDING 9
AS PER BYLAWS
(SEE NOTES BELOW)

00791-0070
 (PER JANUARY 06, 2005)

PROPOSED 132 UNIT CONDOMINIUM BUILDING
MAIN AVENUE, HALIFAX, N.S.
HALIFAX REGIONAL MUNICIPALITY BYLAW CONFORMANCE CHART

LAND USE BYLAW APPLICATION:			MAINLAND, R-4 ZONE		
BYLAW	DESCRIPTION	REQUIRED	PROVIDED	COMPLY	
33-1(e)	MINIMUM LOT AREA REQ'D.	8,000 SQ.FT.	=97,805.40 SQ.FT. (9,089.72 SQ M)	YES	
33-1(o)	MINIMUM LOT FRONTAGE	MIN. 60.0'	706'	YES	
DENSITY CALCULATIONS:					
34-1		LOT AREA =97,805.40 SQ.FT. (9,089.72 SQ M)	ONE BEDROOM UNITS: (6x2P) = 16P		
	STREET FRONTAGE/ OPEN SPACE AREA	= 30,914.1 SQ.FT. (2,873.08 SQ M)	TWO BEDROOM UNITS (124x2.25P) = 279P		
		= 128,719.5 SQ.FT. (11,962.78 SQ M)	UNITS= 132		
			TOTAL DENSITY		
		TOTAL LOT AREA = 2.96 ACRES			
		DENSITY ALLOWED: 1.0 ACREx75P= P	PROJECT DENSITY =295 P		NO
		2.96 ACRESx75P= 222 P			
BUILDING SETBACK DIMENSIONS:					
33-2	FRONT (NORTH)	20.0' OR (10.0' WITHIN 80° ANGLE)	33.5'-50.1'	YES	
33-2	SOUTH	10.0'	40.6'-84.1'	YES	
33-2	EAST	10.0'	34.6'-67.1'	YES	
33-2	WEST	10.0'	32.1'-34.5'	YES	
60° ANGLE CONTROLS:					
33-3	FRONT (NORTH)			YES	
33-3	SOUTH			YES	
33-3	EAST			YES	
33-3	WEST				NO
BALCONY & CANOPY SETBACK DIMENSIONS:					
33-3(a)	FRONT (SOUTH EAST)	10.0'		YES	
33-3(a)	SOUTH WEST	10.0'		YES	
33-3(a)	NORTH EAST	10.0'		YES	
33-3(a)	REAR (NORTH WEST)	10.0'		YES	
33-3(b)	CANOPY SETBACK	5.0'		YES	
LANDSCAPED OPEN SPACE:					
34-2(b)	ONE BEDROOM UNIT (220 S.F.)	ONE BEDRM. UNITS= 28x220 = 6,160 S.F.	LOT AREA =97,805.40 SQ.FT. (9,089.72 SQ M)		
	TWO BEDROOM UNIT (480 S.F.)	TWO BEDRM. UNITS= 125x480 = 57,500 S.F.	-BUILDING AREA = 26,884.85 S.F.		
		= 63,660 S.F.	= 71,140.55 S.F.		
		LANDSCAPED AREA REQUIRED =63,660 S.F.	=LANDSCAPED AREA PROVIDED = 25,331.92 S.F.		NO
OPEN SPACE:					
34-2(a)	ONE BEDROOM UNIT (275 S.F.)	ONE BEDRM. UNITS= 28x275 = 7,700 S.F.	LANDSCAPED AREA = 25,331.92 S.F.		
	TWO BEDROOM UNIT (575 S.F.)	TWO BEDRM. UNITS=125x575 = 71,875 S.F.	+ BALCONIES AREA = 11,530.70 S.F.		
		OPEN SPACE REQUIRED = 79,575 S.F.	= OPEN SPACE PROVIDED = 36,862.62 S.F.		NO
PARKING REQUIREMENTS & RESTRICTIONS:					
9 (a) (ii)	PARKING SPACES REQUIRED				
			SPACES WITHIN U/G GARAGE = 120 SPACES		
		1-9'x20' SPACE PER UNIT = 132 SPACES	TOTAL PARKING PROVIDED = 203 SPACES	YES	
			1.33-10'x20' SPACE PER UNIT		

NOTES: (1) TABLE & CALCULATIONS AS PRESENTED TO HRM FOR DEVELOPMENT AGREEMENT

BUILDING 10
AS PER BYLAWS
(SEE NOTES BELOW)

00791-0071
(PER JANUARY 6, 2005)

PROPOSED 88 UNIT APARTMENT BUILDING
MAIN AVENUE, HALIFAX, N.S.
HALIFAX REGIONAL MUNICIPALITY BYLAW CONFORMANCE CHART

LAND USE BYLAW APPLICATION:			MAINLAND, R-4 ZONE		
BYLAW	DESCRIPTION	REQUIRED	PROVIDED	COMPLY	
33-1(a)	MINIMUM LOT AREA REQ'D.	6,000 SQ.FT.	= 91,520.50 SQ.FT. (8,505.62 SQ M)	YES	
33-1(a)	MINIMUM LOT FRONTAGE	MIN. 60.0'	443.6'	YES	
DENSITY CALCULATIONS:					
34-1		LOT AREA = 91,520.50 SQ.FT. (8,505.62 SQ M)	ONE BEDROOM UNITS: (28x2P) = 56 P		
	STREET FRONTAGE/OPEN SPACE AREA	= 41,313.56 SQ.FT. (3,839.55 SQ M)	TWO BEDROOM UNITS (60x2.25P) = 135 P		
		= 132,834 SQ.FT. (12,345.17 SQ M)			
		TOTAL LOT AREA = 3.05 ACRES	TOTAL DENSITY		
		DENSITY ALLOWED: 1.0 ACREx75P= 75P	PROJECT DENSITY = 191P	YES	
		3.05 ACRESx75P= 228.75P			
BUILDING SETBACK DIMENSIONS:					
33-2	FRONT (NORTH)	20.0' OR (10.0' WITHIN 80° ANGLE)	53.6' - 132.6'	YES	
33-2	SOUTH	10.0'	50.2' - 42.1'	YES	
33-2	EAST	10.0'	26.4' - 63.5'	YES	
33-2	WEST	10.0'	31.2' - 52.2'	YES	
60° ANGLE CONTROLS:					
33-3	FRONT (NORTH)			YES	
33-3	SOUTH			YES	
33-3	EAST			YES	
33-3	WEST			YES	
BALCONY & CANOPY SETBACK DIMENSIONS:					
33-5(a)	FRONT (NORTH)	10.0'		YES	
33-5(a)	SOUTH	10.0'		YES	
33-5(a)	EAST	10.0'		YES	
33-5(a)	WEST	10.0'		YES	
33-5(b)	CANOPY SETBACK	5.0'		YES	
LANDSCAPED OPEN SPACE:					
34-2(b)	ONE BEDROOM UNIT (220 S.F.)	ONE BEDRM. UNITS= 28x220 = 6,160 S.F.	LOT AREA = 91,520.50 SQ.FT. (8,505.62 SQ M)		
	TWO BEDROOM UNIT (460 S.F.)	TWO BEDRM. UNITS=60x460 = 27,600S.F.	-BUILDING AREA = 24,612.53 S.F.		
			= 66,907.97 S.F.		
		LANDSCAPED AREA REQUIRED = 33,760 S.F.	=LANDSCAPED AREA PROVIDED = 35,395.30 S.F.	YES	
OPEN SPACE:					
34-2(a)	ONE BEDROOM UNIT (275 S.F.)	ONE BEDRM. UNITS= 28x275 = 7,700 S.F.	LANDSCAPED AREA = 35,395.30 S.F.		
	TWO BEDROOM UNIT (575 S.F.)	TWO BEDRM. UNITS=60x575 = 34,500 S.F.	+ BALCONIES AREA = 7,355.28 S.F.		
		OPEN SPACE REQUIRED = 42,200 S.F.	= OPEN SPACE PROVIDED = 42,750.58 S.F.	YES	
PARKING REQUIREMENTS & RESTRICTIONS:					
9 (a) (ii)	PARKING SPACES REQUIRED				
			SPACES WITHIN U/G GARAGE = 60 SPACES		
		1-9'x20' SPACE PER UNIT = 88 SPACES	TOTAL PARKING PROVIDED = 131 SPACES	YES	
			1.49-10'x20' SPACE PER UNIT		

NOTES: (1) TABLE & CALCULATIONS AS PRESENTED TO HRM FOR DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 3 day of ~~July~~ Aug, 2005,
BETWEEN:

APPROVED
Municipal Solicitor

BUTLER BROTHERS LIMITED

A body corporate, in Halifax Regional Municipality,
Province of Nova Scotia,
(hereinafter called the "Developer")

COPY

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY,

a municipal body corporate, in the County of
Halifax, Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain undeveloped lands off Main Avenue, Halifax, and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Stage I Development Agreement relating to the primary design and planning for a mixed commercial/residential development on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Land Use By-law for Mainland Halifax;

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on April 4, 2005, referenced as Municipal Case Number 00567;

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 The Developer agrees that the Lands shall be subdivided, consolidated, developed and used only in accordance with and subject to the terms and conditions of this Agreement.

- 1.2 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of Mainland Halifax, as may be amended from time to time.
- 1.3 Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Subdivision By-law of Halifax, as may be amended from time to time.
- 1.4 Pursuant to Section 1.2 and 1.3, 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 and Subdivision By-law to the extent varied by this Agreement or any subsequent Stage II Development Agreement for these lands), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.
- 1.5 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 and Subdivision By-law to the extent varied by this Agreement or any subsequent Stage II Development Agreement for these lands) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.6 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 regulations, by-laws or codes applicable to any lands owned by the Developer.
- 1.7 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

- 2.1.1 The Developer shall not develop or use the Lands, primarily known as the Butler Brothers property (PID's 00271924, 40541682, 40876682 and portions of 00258897, 00337782 and 40541690), for any purpose other than a residential development with minor commercial and public open space which, in the opinion of the Development Officer is substantially in conformance with Schedules "B" to "D" inclusive (Plans No. 00567-0033, 00567-0036 and 00567-0037 filed in the Halifax Regional Municipality Planning and Development Services Department as Case 00567).

2.1.2 The Schedules to this Agreement are:

Schedule "A"	Legal Descriptions of all of the Lands of Butler Brothers Limited, Main Avenue, Halifax including those lands to be transferred from the Halifax Regional Water Commission to Butler Brothers Limited and those HRM owned lands to be used for the Regency Park Drive connection to North West Arm Drive and for the Community Entrance Park (P3).
Schedule "B"	Site Development Plan numbered 00567-0037
Schedule "C"	Services and Contours Plan numbered 00567-0036
Schedule "D"	Project Data Chart numbered 00567-0033

- 2.1.3 The Parties agree that Schedules "B", "C" and "D" of this Agreement contain the proposed land uses, preliminary design schematics and servicing schematics for the development of the Lands and further agree that the aforementioned uses and schematics shall form the basis for negotiation and approval of any Stage II Agreement.**
- 2.1.4 The Developer agrees that Schedules "B", "C" and "D" of this agreement are consistent with the drawings and information provided to and studied by the Canadian Broadcasting Corporation for compatibility purposes.**
- 2.1.5 Development permits shall only be granted for these lands after approval of Stage II Development Agreements by Community Council and execution of the documents by the Developer.**

2.2 Land Use Controls

- 2.2.1 The Municipality acknowledges that the preliminary design schematics for the lands, as illustrated in Schedules "B", "C" and "D" form the intent of both the Municipality and the Developer with respect to future development approvals. The use of the Lands permitted by this Agreement, subject to its terms, and as generally illustrated on the Schedules attached hereto, are the following:**
- 2.2.2 More specifically the uses shall include:**
- (a) A lower density residential area comprising:**
- 99 single detached dwellings in conformance with the Single Family Dwelling Zone (R-1) of the Halifax Mainland Land Use By-law;**
 - 22 semi-detached dwellings in conformance with the Two- Family Dwelling Zone (R-2) of the Halifax Mainland Land Use By-law;**
 - 54 townhouse dwellings in conformance with the Townhouse Zone (R-2T) of the Halifax Mainland Land Use By-law;**

- including tree habitat conservation areas as identified in 2.7.2 and to be further detailed in the Stage II Development Agreements;
- b) A higher density residential area comprising a maximum of 900 apartment units within a maximum of ten buildings of varying heights which generally comply with the R-3 or R-4 provisions of the land use by-law but with detailed development standards, which may vary from the R-3 or R-4 standards, such as, but not limited to, a reduction in private landscape open space, where deemed reasonable and appropriate by Community Council, are to be determined as a component of the Stage II Development Agreements;
- c) Heights and number of stories of multiple unit residential buildings shall be in accordance with the building and site plans that were provided to the Canadian Broadcasting Corporation and the basis for their November 2004 report entitled 'Engineering Report - Impact of the Butler Project on the CBC Broadcast Tower at Halifax (Geizer Hill), Nova Scotia' and Schedule "D";
- d) A commercial area in conformance with the Minor Commercial Zone (C-2A) of the Halifax Mainland Land Use By-law containing no more than a total of 36,000 sq. ft. of gross floor area;
- e) Open space consisting of a Public Community Park (P1) of approximately 8.5 acres, a Public Mainland Common Secondary Entrance (P2) of approximately 4.6 acres and a Community Entrance Park (P3);
- f) Accessory uses to the foregoing, including a sales office and construction trailer.

2.2.3 Notwithstanding Clause 2.2.2 (a), for the single detached and semi-detached dwellings, a minimum front yard setback of 15 feet to the front building face with projections, such as, but not limited to, stairs, balconies and bay windows, into that set back of no more than 5 feet may be permitted.

2.2.4 Notwithstanding Clause 2.2.2 (a), for the single detached, semi-detached and townhouse dwellings, the maximum height shall be 26 feet measured from the average grade surrounding the building to the building eaves.

2.2.5 Notwithstanding Clause 2.2.2 (a), for the single detached, semi-detached and townhouse dwellings, a minimum side yard of four feet may be permitted on one side of each dwelling provided that a minimum distance of 12 feet is maintained between main buildings.

- 2.2.6 Development on the Lands shall be in conformance with the land use allocations as shown on Schedule "B". The Development Officer may permit modifications to the area and location of the Lands intended for residential/commercial/institutional/open space uses provided the changes are minor and serve to maintain or enhance the intent of this Agreement.
- 2.2.7 Development densities on the lands shall not exceed 39 persons per acre based on the total acreage of 67.11 acres. Individual phases may develop at higher densities provided that the overall limit is not exceeded. Density tracking calculations shall be provided to the Planner/Development Officer with each Stage II application and/or application for permit.
- 2.2.8 The density is to be calculated by the theoretical population generated on the basis of: 1.0 person per bachelor unit; 2.0 persons per one bedroom unit; 2.25 persons per other apartment type unit; and 3.35 persons for single detached, semi-detached and townhouse units.
- 2.2.9 The number of single detached, semi-detached and townhouse dwellings may be increased or decreased by a maximum of 10 percent provided that the maximum density of 39 persons per acre is not exceeded. The Developer shall submit density tracking calculations with each application for a Stage II development agreement.
- 2.2.10 The Developer agrees that an objective of this development is to provide an aesthetically pleasing streetscape which exhibits a complementary variety of house types and architectural designs. The architectural design of the buildings, particularly with respect to the front elevation designs, shall be varied and have a strong street presence. In this regard, a similar building plan having similar features, such as roof lines, facade articulation (projections/recesses), fenestration, primary exterior wall colour or materials or roof colour, etc., shall not be repeated within a three lot radius. Architectural detailing shall be encouraged on all buildings in order to add variety to the streetscape appearance, including but not limited to, front entry detailing, cornice treatment, quoining, decorative window and door mouldings and shutters.

2.3 Phasing

- 2.3.1 No occupancy permit shall be issued for a building until all pertinent infrastructure applicable to the Lands is complete, subject to the appropriate sections of applicable Stage I and Stage II agreements.

2.3.2 The location and timing of phases for the project shall be undertaken as identified on Schedule "B", the Site Development Plan numbered 00567-0037 and shall consist of:

Phase 1: Buildings 8, 9 and 10; the Community Entrance Park (P3); construction of the realignment of Main Avenue, while maintaining access to existing properties on Main Avenue to the northwest; and construction of the Regency Park Drive extension from North West Arm Drive to the realigned Main Avenue.

Phase 2: Construction of Roads A, B, C, D and E; single family dwellings, semi-detached dwellings and townhouses on those roads; the Community Park (P1).

Phase 3: Buildings 5, 6 and 7; Mainland Common Secondary Entrance (P2); and construction of Regency Park Drive extension from the Main Avenue realignment to the western boundary of the lands.

Phase 4: Buildings 1, 2, 3 and 4; the construction of Road F and the townhouses on Road F.

2.3.3 Although Building 8, which contains a commercial use, is identified as being constructed within Phase 1, should the Developer determine that there is not yet a need for Building 8 at the Phase 1 stage then Building 8 may be constructed within a later Phase.

2.4 Environmental

2.4.1 The Department of Environment and Labour will require a remedial action plan by an environmental site professional to address the contamination found in limited areas, as identified in the Modified Phase I Environmental Site Assessment, as part of any development of the lands for residential purposes. Approval of the action plan by the Department of Environment and Labour and documentation verifying remediation of the lands is to be provided to the Development Officer prior to the issuance of development permits.

2.4.2 If development of the lands in question (including parkland, if applicable) may involve the disturbance of potentially sulphide bearing material (Halifax Slates) exceeding 500 cubic meters, the Department of Environment and Labour shall require an initial screening of the bedrock on the site to be performed in accordance with section 6 of the sulphite bearing material disposal regulations, including an analysis of rock samples as required under part 6(5) and 7 of the regulations.

- 2.4.3 In conjunction with Stage II applications and prior to the issuance of development permits, a master grading and drainage plan prepared by a professional engineer is to be completed which indicates the measures to be taken to prevent any surface runoff from the whole site (and the site which is the subject of the Stage II application) from entering the Chain Lake Watershed to the reasonable satisfaction of the Development Officer in consultation with the Development Engineer and the Halifax Regional Water Commission
- 2.4.4 No work on any Parcel will be permitted until an Erosion & Sediment Control Plan, Site Disturbance Plan and Stormwater Management Plan are submitted and approved by the Development Officer in consultation with the Development Engineer. These plans will form part of any Stage II Development Agreement approval.

2.5 Roads and Services

- 2.5.1 The Developers shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including sanitary sewer system, water supply system, stormwater sewer and drainage systems, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies, except as provided herein. All roads and services within the development shall be designed and constructed in conformance with all applicable regulations and specifications of the Municipality, or as otherwise approved by the Development Engineer, and any other approvals as required by any applicable agency. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developers. All construction shall be in accordance with Municipal specifications and By-laws.
- 2.5.2 The road pattern shall generally be as shown on Schedules "B" and "C" and may be altered only with agreement from the Development Officer provided that Municipal Services Specifications are followed. The Development Officer may approve development of the road system after the approval of the Stage I Development Agreement. All roads and driveways, with the exception of those for single family dwellings and semi-detached dwellings, are to be designed to accommodate emergency vehicle weight, access and turning requirements.
- 2.5.3 Utility easements shall be provided as necessary but the use of easements shall be limited to locations where construction within street rights-of-way are not feasible.

- 2.5.4 The road pattern shall include allowance for a right-of-way to provide access to the undeveloped lands to the south of this development and a road is to be constructed to the property limit in order that the adjacent lands are not prejudiced.
- 2.5.5 Due to the road realignment of Main Avenue to accommodate Regency Park Drive, the Halifax Regional Water Commission will require that the appropriate easements be provided for its transmission mains in the Main Avenue corridor. The existing easement for access to the existing water reservoir shall be maintained.
- 2.5.6 North West Arm Drive is a controlled access street, as such any proposed access/intersections to Regency Park Drive shall be a minimum of 60 metres (196.85 feet) from the intersection with North West Arm Drive.
- 2.5.7 Engineering infrastructure shall not encumber the proposed Public Parkland or future recreation programming opportunities. Adequate allowance for storm water management facilities shall be made and shall not compromise Public Parkland without the approval of the Development Officer in consultation with Real Property Asset Management's Real Property Planning.
- 2.5.8 Site servicing shall be accomplished so as to have minimal impact on the existing trees to be preserved as identified on Schedule "B" and further detailed on the Tree Habitat Conservation/Landscape Plan.
- ➔ 2.5.9 No blasting activities shall occur within 100 feet of any Halifax Regional Water Commission reservoir structure or large diameter water main.
- 2.5.10 All utility services including, but not limited to, sewer, water, gas, power and telecommunications for multiple unit residential dwellings, single detached dwellings, semi-detached dwellings and townhouses shall be underground from the property boundary. All services within the street rights-of-way shall be conveyed to the appropriate utility.
- 2.5.11 All driveways shall meet the requirements of the Streets By-law (S300) and, where feasible, shall be located on the street with the lesser traffic volumes.
- 2.5.12 All parking areas, driveways and circulation aisles shall be asphalt or concrete.
- 2.5.13 All road construction shall occur as identified in the phasing section (2.3) of this agreement or prior to the identified phase. Uninterrupted access shall be maintained to properties owned by others on Main Avenue during the course of the development.

2.6 Open Space

2.6.1 Public Parkland

- 2.6.1.1** Public Open Space shall be supplied at the ratio of 5 acres of developable, accessible and visible land per every 1000 theoretical persons of population based on the calculation used in Section 2.2.5 of this document. The HRM owned lands which form part of the Community Entrance Park (P3) shall not be included in the parkland dedication.
- 2.6.1.2** The Developer shall deed to HRM:
- a)** Upon completion of Phase 2, a Community/Neighbourhood Park hybrid (P1) of a minimum of 5 acres (20,235 sq m) with sufficient road frontage on Road "A", Road "B" and Road "F". This park shall be designed to accommodate, at reasonable development cost, a minimum of one regulation size sports field and additional community park amenities such as a parking lot, land use buffers, play structures, pedestrian connections from the adjacent residential complexes and Regency Park Drive extension;
 - b)** Upon completion of Phase 3, a District Park Entrance to the Mainland Common (P2) of a minimum of 4.0 acres (16,188 sq m) with sufficient road frontage on the future Regency Park Drive. This park parcel shall be designed to accommodate a park driveway entrance from the future Regency Park Drive, a minimum of a 50 car parking lot, and a Primary Trail connection to the Mainland Common District Park.
- 2.6.1.3** Should the ratio of 5 acres of developable, accessible and visible land per every 1000 theoretical persons of population not be achievable by design or circumstance, the developer shall compensate in the form of Equivalent Value Park Development. The Equivalent Value is determined by converting the land area into a dollar figure based on the assessed value of the subdivided serviced land. Park development opportunities will be determined once dollar values have been established and will follow the HRM Parks and Openspace Planning Guidelines. Using Park Development equivalent value principles, park infrastructure elements may include a finished sports field, parking lot, trails, benches, lighting, fencing, etc. Facility construction within the development shall be undertaken by the Developer to the extent of the land value of the area of reduction in consultation with the Development Officer and Real Property Asset Management's Real Property Planning.

- 2.6.1.4 These lands shall be free of legal, environmental, or physical encumbrances. “Encumbrances” mean, for the purposes of Park Dedication, legal, environmental, or physical constraints on the property that may limit its use and management or present an unreasonable development or remediation costs to the Municipality.
- 2.6.1.5 Using the HRM Parks and Openspace Guidelines and in consultation with Real Property and Asset Management’s Real Property Planning, the Developer shall:
- a) prepare, during the Stage II Development Agreement process for the appropriate phase, Park Development Site Plans and preliminary cost estimates for P1, P2, and the Community Entrance Park (P3). These Site Plans and Cost Estimates shall be approved by the Development Officer in consultation with Real Property and Asset Management’s Real Property Planning;
 - b) equip parcels P1, P2 and P3 with HRM approved water and sewer laterals, power, lighting, communications service, sidewalks and driveways where identified as required on the Park Development Site Plans during the appropriate phase.
- 2.6.1.6 The proposed Parkland shall remain in its natural undisturbed condition until the Park Development Site Plan is approved by the Development Officer in consultation with Real Property and Asset Management’s Real Property Planning.
- 2.6.1.7 The parkland and open space with site development shall be deemed to meet all of the requirements of the Halifax Subdivision By-law with respect to required open space dedication.

2.6.2 Tree Habitat Conservation/Buffer Areas

- 2.6.2.1 The Developer agrees that tree habitat conservation, where possible, is an important natural environment conservation objective and provides an opportunity for buffering between uses. In this regard, no tree habitat containing living trees having a caliper of 4 inches (100 mm) or greater shall be disturbed within a minimum of 20 feet of the rear property line on any residential detached, semi-detached or townhouse dwelling lot, as generally identified as tree buffer on Schedule “B”, and more specifically identified on the tree habitat conservation/ buffer/landscape plan submitted with any Stage II applications and approved by the Development Officer in consultation with Real Property and Asset Management’s Real Property Planning. The eradication of invasive species of plant material may be undertaken in areas of conservation.

- 2.6.2.2 Notwithstanding section 2.6.2.1 of this Agreement, within the tree habitat conservation/buffer areas, where a tree poses a danger to people or property, the Developer shall provide to the Development Officer an Arborist's Report, prepared by a certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with equivalent qualifications engaged by the Developer or lot owner, which certifies that a tree poses a danger to people or property on the basis of which the Development Officer may permit the tree to be removed.
- 2.6.2.3 If trees or habitat are removed/damaged beyond repair within the designated Tree Habitat Conservation/Buffer Areas, with the exception of those to be removed in accordance with section 2.6.2.2, the Developer or the land owner at their own expense shall replace the trees, one for one, with trees as directed by the Development Officer, in consultation with Real Property Asset Management's Real Property Planning and the Urban Forestry Business Unit.
- 2.6.2.4 The Developer agrees that the Tree Habitat Conservation/Buffer Area as described in Section 2.6.2.1 of this agreement and as generally identified as tree buffer on Schedule "B" shall be delineated as easements on all applications for Stage II development agreements, final subdivision approval, development/building permit applications and be included in all applicable lot deeds.
- 2.6.2.5 The Developer shall include the following clause on the subdivision plan, on all location certificates and in every agreement of purchase and sale and every lease or rental agreement for the residential detached, semi-detached and townhouse dwelling units. Copies of the standard form shall be provided to the Development Officer for verification purposes.

"Tree Habitat Conservation/Buffer Area:

A portion of this lot is designated as a Tree Habitat Conservation Area and Land Use Buffer and shall only be used for habitat conservation purposes, the retention of existing trees and the planting of similar native trees intended to ensure the sustainability of and the long term viability of this conservation area and for visually screening and/or separating adjacent land uses whether they be residential, recreation, conservation, commercial, etc. No buildings or structures of any kind, including accessory buildings, swimming pools and any like recreational facilities, shall be erected or permitted. No grade alterations shall be permitted within this area."

2.6.2.6 All Tree Habitat Conservation/Buffer Areas shall be temporarily marked on site for verification by the Development Officer, or designate, prior to the commencement of any site work.

2.6.2.7 The Developer agrees that tree habitat conservation, where possible, is an important natural environment conservation objective and shall use discretion and judgement to retain as many trees as possible throughout the rest of the project.

2.6.3 Streetscape

2.6.3.1 Suitable streetscape landscaping and buffering for adjacent uses shall be provided along Regency Park Drive extension, Main Avenue and the internal roads. Proposed streetscape landscaping shall be identified on the required landscape plans as part of the Stage II Development Agreement applications.

2.7 **Stage II Development Agreements**

- 2.7.1 As referenced in Part 2 of this Agreement and with reference to the Schedules, the following information, at a minimum, shall be submitted, as deemed appropriate by an HRM Planner, with any Stage II Development Agreement:
- a) proposed building design plans, exterior appearance including architectural detailing and all construction materials, elevation drawings and signage;
 - b) site plans showing building footprints, lot coverage, yard dimensions, and land use buffers with their dimensions and or specifications;
 - c) vehicular access/egress points, parking area layout, number of spaces (underground and surface) and driveway widths and radii;
 - d) provision and identification of useable amenity areas (indoor and outdoor, private and public) and features, facilities and site furnishings;
 - e) municipal services including but not limited to schematic plans for sanitary sewer, storm sewer and water supply, required easements (location, size and purpose), utilities (power, gas, propane, lighting, etc.) and street designs;
 - f) site disturbance plan and preliminary grading plan;
 - g) Environmental Protection information, including pyritic slate issues, preliminary site drainage plan, preliminary erosion and sediment control plans and preliminary stormwater management plans;
 - h) location and treatment/screening of loading/unloading service areas, mechanical units, fuel storage tanks, air conditioning units, refuse and recyclable storage facilities and utility supply facilities;
 - i) location of bicycle access routes and bicycle parking;

- j) park site development plans identifying general spatial arrangements and layouts of the proposed recreation facilities and complementary infrastructure such as parking lots, lighting, etc. Park development cost estimates will also be required to assist in establishing park development priority (refer to 2.6.1);
- k) landscape plans including street trees with plant lists including common and botanical names and quantities, construction details, planting details and specifications;
- l) surveys showing tree habitat conservation/buffer areas;
- m) traffic impact study/statement to look at traffic signals, turning lane design, site access entrance design, internal intersection design and upgrades to Main Avenue; and
- n) density tracking calculation.

2.7.2 The Developer shall provide with every Stage II Application, a Letter of Confirmation prepared by an expert in Radio Frequency emissions and mitigation which verifies that the proposed building(s) comply with the Safety Code 6 requirements, does not interfere with the line of sight requirements and identifies, in detail, mitigation methods proposed for use within the building(s) and on the site which will address such issues as; disruption of cellular telephone coverage, the impact on personal medical devices such as electric wheelchairs and pacemakers and other electronic devices and the ability of emergency services to carry out their duties should the need arise. The Letter of Confirmation shall also identify any deviation from the building and site plans that were provided to the Canadian Broadcasting Corporation in September of 2004 and the subject of their November 2004 reports entitled 'Engineering Report - Impact of the Butler Project on the CBC Broadcast Tower at Halifax (Geizer Hill), Nova Scotia' and 'CBC Halifax Television Ghosting Study'. Additional study may be required related to any changes that may be proposed.

2.7.3 Stage II development agreements shall ensure that building materials for the exterior walls for buildings numbered 5, 9 and 10 that face the CBC tower shall contain or be backed with some metal reflecting surface or mesh, such as steel reinforcing rods, at least horizontal ones, metal meshing for stucco, insulation with aluminum vapour barrier, or thin aluminum sheet as mitigation for ghost interference as identified in the 'CBC Halifax Television Ghosting Study'.

PART 3: AMENDMENTS

3.1 The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantial and may be amended by resolution of Chebucto Community Council:

- (a) Approvals of any Stage II Development Agreement;
- (b) Changes in the road network;
- (c) Building type mix;
- (d) Phasing schedule;
- (e) The open space size and/or configuration;
- (f) The location of the commercial and/or institutional uses;
- (g) The granting of an extension to the date of commencement of construction as identified in Section 4.3 of this agreement; and
- (h) The length of time for the completion of the development as identified in Section 4.4 of this agreement.

3.2 Amendments to any matters not identified under Section 3.1 shall be deemed substantial and may only be amended in accordance with the approval requirements of the Municipal Government Act.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

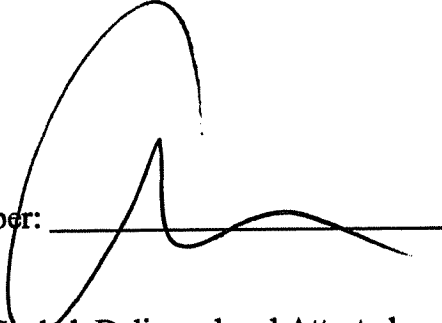
- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia, and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3 In the event that the Developer has not entered into a Stage II Development Agreement or construction on the Lands has not commenced within 2 (two) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean the pouring of the footings for the foundation of any of the residential buildings or the acceptance of a street, whichever happens first.
- 4.4 Upon the completion of all development on the Lands, or after 10 (ten) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

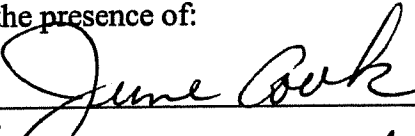

- 5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of 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 one day of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
 - (b) the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property and be shown on any tax certificate issued under the Assessment Act;
 - (c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
 - (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

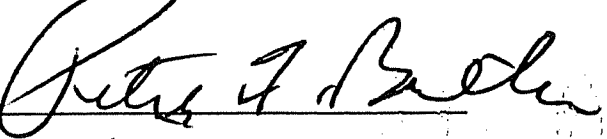
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

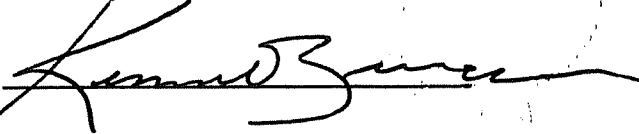
per: 
Sealed, Delivered and Attested

by the proper signing officers of
Halifax Regional Municipality
duly authorized on that behalf
in the presence of:

per 


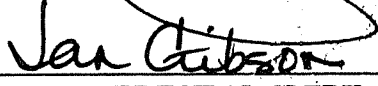
BUTLER BROTHERS LIMITED

per: 

per: 

**HALIFAX REGIONAL
MUNICIPALITY**

per:  **Peter J. Kelly**
MAYOR

per: 
MUNICIPAL CLERK

BLOCK N-2
MAIN AVENUE
HALIFAX, NOVA SCOTIA

ALL that certain block of land situated on the northwestern side of Main Avenue in Halifax, Province of Nova Scotia shown as Block N-2 on a plan (Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 13-676-A) of survey of Block N-1, Portion of Block N, Lands Conveyed to Butler Bros. Limited, signed by Terrance R. Doogue, N.S.L.S., dated December 4, 1989 and being more particularly described as follows:

BEGINNING at the intersection of the southwestern boundary of Crown Road Reserve with the northwestern boundary of Main Avenue;

THENCE S 57° 44' 39" W, 750.42 feet along the northwestern boundary of Main Avenue to the eastern corner of lands conveyed to James W. Clark by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 678, Page 693;

THENCE N 12° 48' 26" W, 68.13 feet along the eastern boundary of said lands conveyed to James W. Clark to the northeastern corner thereof;

THENCE N 08° 02' 26" W, 178.60 feet along the eastern boundary of lands acquired by Tower View Holdings Limited by virtue of an Indenture recorded at the Registry of Deeds for the County of Halifax in Book 2907, Page 1047 to the northeastern corner thereof;

THENCE S 84° 41' 34" W, 115.97 feet along the northern boundary of said lands acquired by Tower View Holdings Limited to the northwestern corner thereof;

THENCE N 12° 48' 26" W, 50.00 feet along the eastern boundary of lands conveyed to James W. Clark by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 678, Page 693 to the southwestern corner of lands conveyed to James G. Smith by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 3281, Page 968;

THENCE N 84° 43' 34" E, 115.97 feet along the southern boundary of said lands conveyed to James G. Smith to the southeastern corner thereof;

THENCE N 12° 48' 26" W, 134.59 feet along the eastern boundary of said lands conveyed to James G. Smith and lands conveyed to Joseph Maher by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 1183, Page 747 to an angle in the eastern boundary of said lands conveyed to Joseph Maher;

THENCE N 42° 45' 21" W, 331.03 feet along the northeastern boundary of said lands conveyed to Joseph Maher and lands conveyed to Donald Wayne Scott by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 4440, Page 713 and lands conveyed to James W. Clark by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 678, Page 693 to its intersection with the northeastern boundary of Block B, lands conveyed to the Canadian Broadcasting Corporation by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 1230, Page 384;

THENCE N 23° 15' 21" W, 220.82 feet along the northeastern boundary of said Block-B to its intersection with the southeastern boundary of Block N-1;

THENCE N 57° 44' 39" E, 604.77 feet along the southeastern boundary of said Block N-1 to its intersection with the southwestern boundary of Crown Road Reserve;

THENCE S 34° 20' 45" E, 244.83 feet along the southwestern boundary of Crown Road Reserve to its intersection with the northwestern boundary of Parcel 159-A, lands acquired by the Halifax Regional Water Commission by virtue of an Indenture recorded at the Registry of Deeds for the County of Halifax in Book 2853, Page 235;

-2-

Block N-2 (continued)

THENCE S 57° 26' 17" W, 398.59 feet along the northwestern boundary of said Parcel 159-A to the western corner thereof;

THENCE S 32° 33' 43" E, 470.00 feet along the southwestern boundary of said Parcel 159-A to the southern corner thereof;

THENCE N 57° 26' 17" E, 399.95 feet along the southeastern boundary of said Parcel 159-A to its intersection with the southwestern boundary of Crown Road Reserve;

THENCE S 32° 34' 10" E, 230.07 feet along the southwestern boundary of Crown Road Reserve to the place of beginning.

CONTAINING 9.7 acres more or less.


ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64° 30' West.

THE above described Block N-2 being a portion of lands acquired by Butler Bros. Limited by virtue of an Indenture recorded at the Registry of Deeds for the County of Halifax in Book 1577, Page 459.

SUBJECT to rights conveyed to Nova Scotia Power Incorporated by virtue of an Indenture recorded at the Registry of Deeds for the County of Halifax in Book 657, Page 665 with respect to Clearing Rights; said Clearing Rights affecting that portion of Block N-2 which lies within 50 feet of the centreline of the Power Line Right of Way.

SUBJECT also to rights conveyed by the grantor, Sunset Subdivision Limited, by virtue of an Indenture recorded at the Registry of Deeds for the County of Halifax in Book 2853, Page 238 to the Halifax Regional Water Commission, their successors and assigns with respect to Service Easement Identified as Parcel 159-B the right at any time to enter upon said service easement to construct a 30 foot wide roadway and maintain the same at all times in good condition and repair, the grantee shall have access to Parcel 159-A at all times by its servants, employees, workmen and agents including the right to enter upon the property by vehicle.

SUBJECT to rights reserved by the grantor, Sunset Subdivision Limited, the right to make improvements to the roadway constructed by the owner of Parcel 159-A to bring the roadway up to a standard required by the Halifax Regional Municipality as a public street including the right to erect any necessary hydro and telephone poles upon said land and to construct water and sewer pipes under said lands.


Granville Leopold, N.S.L.S.
Halifax, Nova Scotia
December 20, 2002

BLOCK S**MAIN AVENUE (GEIZER HILL ROAD)****HALIFAX, NOVA SCOTIA**

ALL that certain block of land situated on the southeastern side of Main Avenue (Geizer Hill Road) as shown on Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 44-196-A) Compiled Plan, Blocks N-2 and S and Lot N-3, Lands Conveyed to Butler Bros. Limited, signed by Granville Leopold, N.S.L.S., dated March 22, 1990, revised May 18, 2005 and being more particularly described as follows:

BEGINNING on the southeastern boundary of Main Avenue – Geizer Hill Road (Parcel R-2), lands conveyed to Halifax Regional Municipality by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 5040, Page 927 (Portion Thereof) at the northern corner of Parcel HWC-26, lands conveyed to Halifax Regional Water Commission by Indentures recorded at the Registry of Deeds for the County of Halifax in Book 329, Page 442 (Portion Thereof) and Book 1149, Page 1 (Portion of Item No. 158);

THENCE N 57 degrees 44 minutes 39 seconds E, 1306.76 feet along the southeastern boundary of Main Avenue – Geizer Hill Road (Parcel R-2) to the former Crown Road Reserve, lands conveyed to Halifax Regional Municipality by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 5040, Page 927 (Portion Thereof);

THENCE S 32 degrees 08 minutes 52 seconds E, 1773.22 feet along the southwestern boundary of former Crown Road Reserve, lands conveyed to Halifax Regional Municipality to the northwestern boundary of Lot A, lands conveyed to Nova Scotia Power Incorporated by Indentures recorded at the Registry of Deeds for the County of Halifax in Book 2257, Page 133 and Book 5280, Page 1029;

THENCE S 58 degrees 31 minutes 29 seconds W, 1122.72 feet along the northwestern boundary of Lot A and Parcel HWC-25, lands conveyed to Halifax Regional Water Commission by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 1149, Page 1 (Portion of Item No. 173) to the northern boundary of lands acquired by Her Majesty The Queen in the right of The Province of Nova Scotia (Department of Transportation & Public Works) by Expropriation recorded at the Registry of Deeds for the County of Halifax as Expropriation No. 1697;

THENCE N 77 degrees 32 minutes 07 seconds W, 205.24 feet along the northern boundary of lands conveyed to Her Majesty The Queen in the right of The Province of Nova Scotia to the eastern corner of Parcel HWC-26;

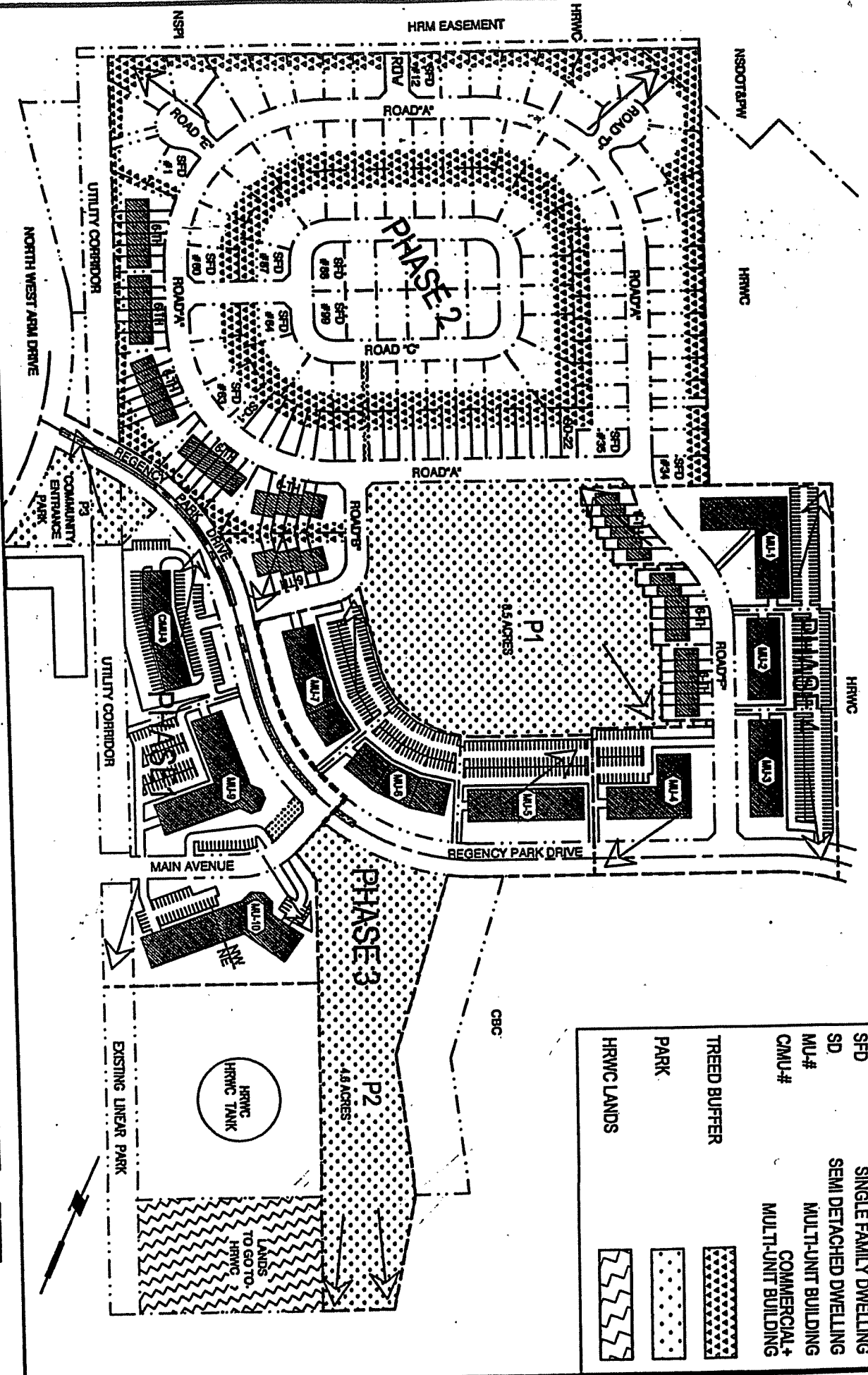
THENCE N 33 degrees 28 minutes 27 seconds W, 1653.06 feet along the northeastern boundary of Parcel HWC-26 to the place of beginning.

CONTAINING 52.5 Acres more or less.

THE above described Block S being a portion of lands conveyed to Butler Bros. Limited by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 1577, Page 459 and Book 3811, Page 935 (Amalgamation).

SUBJECT to an easement conveyed to Nova Scotia Power Incorporated by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 657, Page 665 (Portion Thereof) and Book 5280, Page 1029 for the purpose of clearing rights; said easement being 17 feet in width, situated along the northeastern boundary of the above described Block S and being shown on the above referred to Plan No. 44-196-A.


Terrance R. Doogue, N.S.L.S.
Halifax, Nova Scotia
May 19, 2005



**BUTLER PROPERTY SUBDIVISION
SITE DEVELOPMENT PLAN**

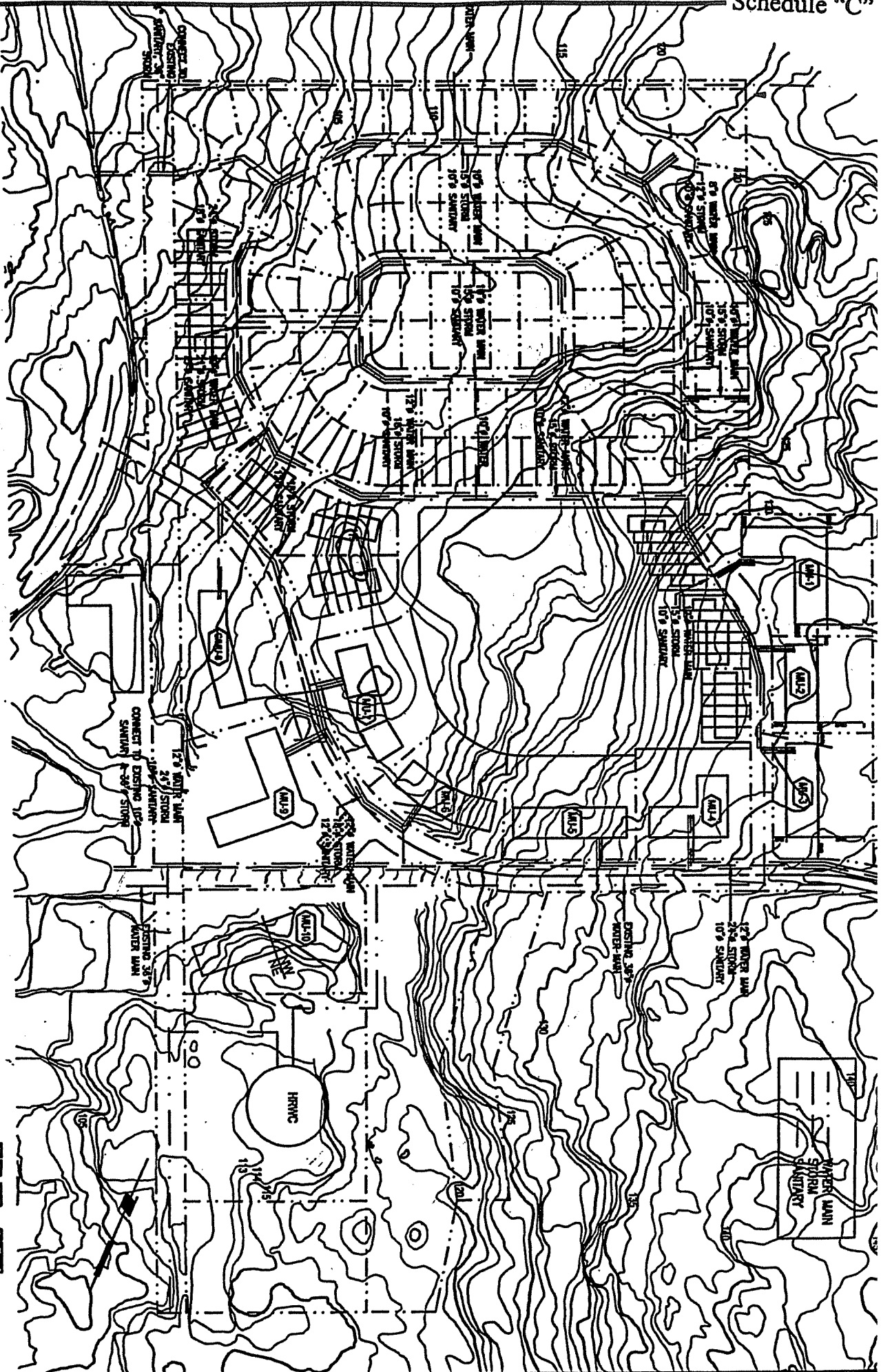
NOT TO SCALE
DATE: FEB. 1, 2005

0 0 5 6 7 - 0 0 3 7



WVMP ASSOCIATES

ARCHITECTURE, ENGINEERING, PROJECT MANAGEMENT & DEVELOPMENT
480 Parkland Drive, Suite 205, Halifax, NS B3S 1P9
Tel: (902) 457-6876 Fax: (902) 457-6888
E-mail: wvmpdesign@wvmpnares.com Website: www.wvmpnares.com



BUTLER PROPERTY SUBDIVISION 00567-0036
SERVICES & CONTOURS PLAN

NOT TO SCALE

ARCHITECTURE, ENGINEERING, PROJECT MANAGEMENT & DEVELOPMENT
 480 Parkland Drive, Suite 205, Halifax, NS B3S 1P9
 Tel: (902) 437-4078 Fax: (902) 437-4888
 Email: info@wvmp.ca Website: www.wvmp.ca



LAND USE CONCEPT DATA


BUILDING / PROPERTY SPECS					PARKING	
BUILDING	LOT AREA	FLOORS	UNITS	MAX. HEIGHT	INTERIOR	EXTERIOR
1	83,740 SQFT	5 + PARKING	85	17 M	70	56
2	49,398 SQFT	4 + PARKING	40	17 M	37	65
3	64,514 SQFT	7 + PARKING	84	30 M	45	81
4	66,189 SQFT	7 + PARKING	84	30 M	58	53
5	70,066 SQFT	7 + PARKING	98	30 M	53	86
6	61,778 SQFT	7 + PARKING	84	30 M	49	56
7	74,735 SQFT	7 + PARKING	98	30 M	56	72
8-1ST.	63,807.82 SQFT	Commercial / Institutional + PARKING		24 M	54	84
8-2nd./3rd. & 4th.		3 RESIDENTIAL	42			
9	100,899 SQFT	7 + PARKING	140	27 M	144	71
10	100,144 SQFT	7 + PARKING	140	N-W = 19 M N-E = 25 M	120	39
			UNITS	PERSONS		
Total - Multi Unit			895	2,014 P	633	663
SFD			99	331.65 P		
SEM-DETACHED			22	73.7 P		
TOWNHOUSES			54	180.9 P		
Totals			1091	2,600.25 P		

TOTAL LAND AREA: 67.11 acres

PROJECT DENSITY:

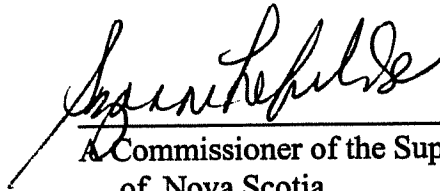
$$\frac{\text{TOTAL PERSONS}}{\text{TOTAL ACREAGE}} = \text{PROJECT DENSITY}$$

$$\frac{2600.25 \text{ P}}{67.11} = 38.75 \text{ P / acre}$$

 WMTF <small>W M T F A R S & A S S O C I A T E S</small> ARCHITECTURE, ENGINEERING, PROJECT MANAGEMENT & DEVELOPMENT 480 Parkland Drive, Suite 205, Halifax, NS B3S 1P9 Tel: (902) 457-6676 Fax: (902) 457-4688 E-mail: wmfdesign@wmfares.com Website: www.wmfares.com	PROPOSED: BUTLER PROPERTY	DATE:
	MAIN AVENUE HALIFAX, NOVA SCOTIA	SCALE:
	TITLE:	DRAWN:
	PROJECT DATA CHART 00567-0033	PROJECT: 2003-0

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

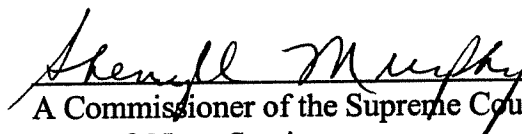
ON THIS *20* day of *July*, A.D., 2005, before me, the subscriber personally came and appeared *A (van)* a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **BUTLER BROTHERS LIMITED**, one of the parties thereto, signed, sealed and delivered the same in his presence.


A Commissioner of the Supreme Court
of Nova Scotia

SUZANNE LAFRAMBOISE
A Commissioner of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS *4th* day of *August*, A.D., 2005, before me, the subscriber personally came and appeared *Jane Cook & Ken Benoit* a subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Peter Kelly, its Mayor, and Jan Gibson, its Municipal Clerk, its duly authorized officers in his presence.


A Commissioner of the Supreme Court
of Nova Scotia

SHERRYLL MURPHY
A Commissioner of the
Supreme Court of Nova Scotia

2. Replace the Services and Contours Plan (Schedule "C") with the Revised Services and Contours Plan (Schedule "C1").
3. Replace the Project Data Chart (Schedule "D") with the Revised Project Data Chart (Schedule "D1").
4. Delete Section 2.1.1 and replace with "The Developer shall not develop or use the Lands, primarily known as Mount Royal and formerly known as the Butler Brothers property (PID's 00271924 and 40541682), for any purpose other than a residential development with minor commercial and public open space which, in the opinion of the Development Officer is substantially in conformance with Schedules "B1", "C1" and "D1" (Plans No. 00873-0004, 00873-0005 and 00873-0006 filed in the Halifax Regional Municipality Planning and Development Services Department as Case 00873)."
5. Amend Section 2.1.2 to delete:

"Schedule "B"	Site Development Plan numbered 00567-0037
Schedule "C"	Services and Contours Plan numbered 00567-0036
Schedule "D"	Project Data Chart numbered 00567-0033"

 and replace with:

"Schedule "B1"	Site Development Plan numbered 00873-0004
Schedule "C1"	Services and Contours Plan numbered 00873-0005
Schedule "D1"	Project Data Chart numbered 00873-0006"
6. Delete references to Schedule "B" and/or Schedule "C" and/or Schedule "D" in Sections 2.1.3, 2.1.4, 2.2.1, 2.2.2(c), 2.2.6, 2.3.2, 2.5.2, 2.5.8, 2.6.2.1 and 2.6.2.4 and replace with Schedule "B1" and/or Schedule "C1" and/or Schedule "D1" as appropriate.

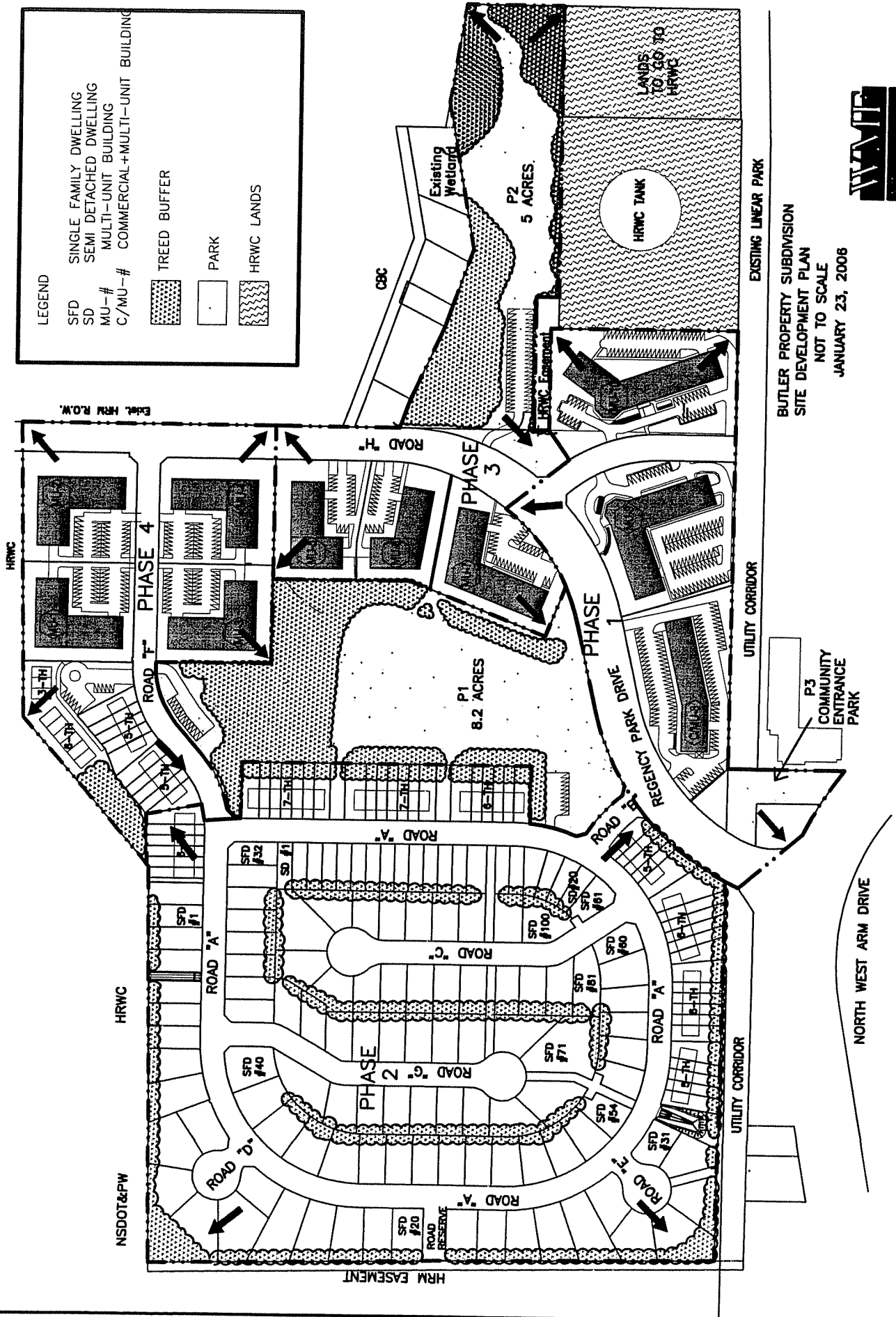
All other terms and conditions of the Existing Stage I Agreement shall remain in full force and effect.

Time shall be of the essence of this Amending Stage I Agreement.

This Amending Agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

LEGEND

- SFD SINGLE FAMILY DWELLING
- SD SEMI DETACHED DWELLING
- MU-# MULTI-UNIT BUILDING
- C/MU-# COMMERCIAL+MULTI-UNIT BUILDING
- TREED BUFFER
- PARK
- HRWC LANDS



BUTLER PROPERTY SUBDIVISION
 SITE DEVELOPMENT PLAN
 NOT TO SCALE
 JANUARY 23, 2008



ARCHITECTURE, ENGINEERING, PROJECT MANAGEMENT & DEVELOPMENT

NORTH WEST ARM DRIVE

EXISTING LINEAR PARK

P3 COMMUNITY ENTRANCE PARK

UTILITY CORRIDOR

UTILITY CORRIDOR

REGENCY PARK DRIVE

HRWC TANK

P2 ACRES

P1 8.2 ACRES

CBC

Existing Wetland

HRM EASEMENT

HRWC

HRWC

EXH. HRM ROW

NSDOT&PW

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

HRWC

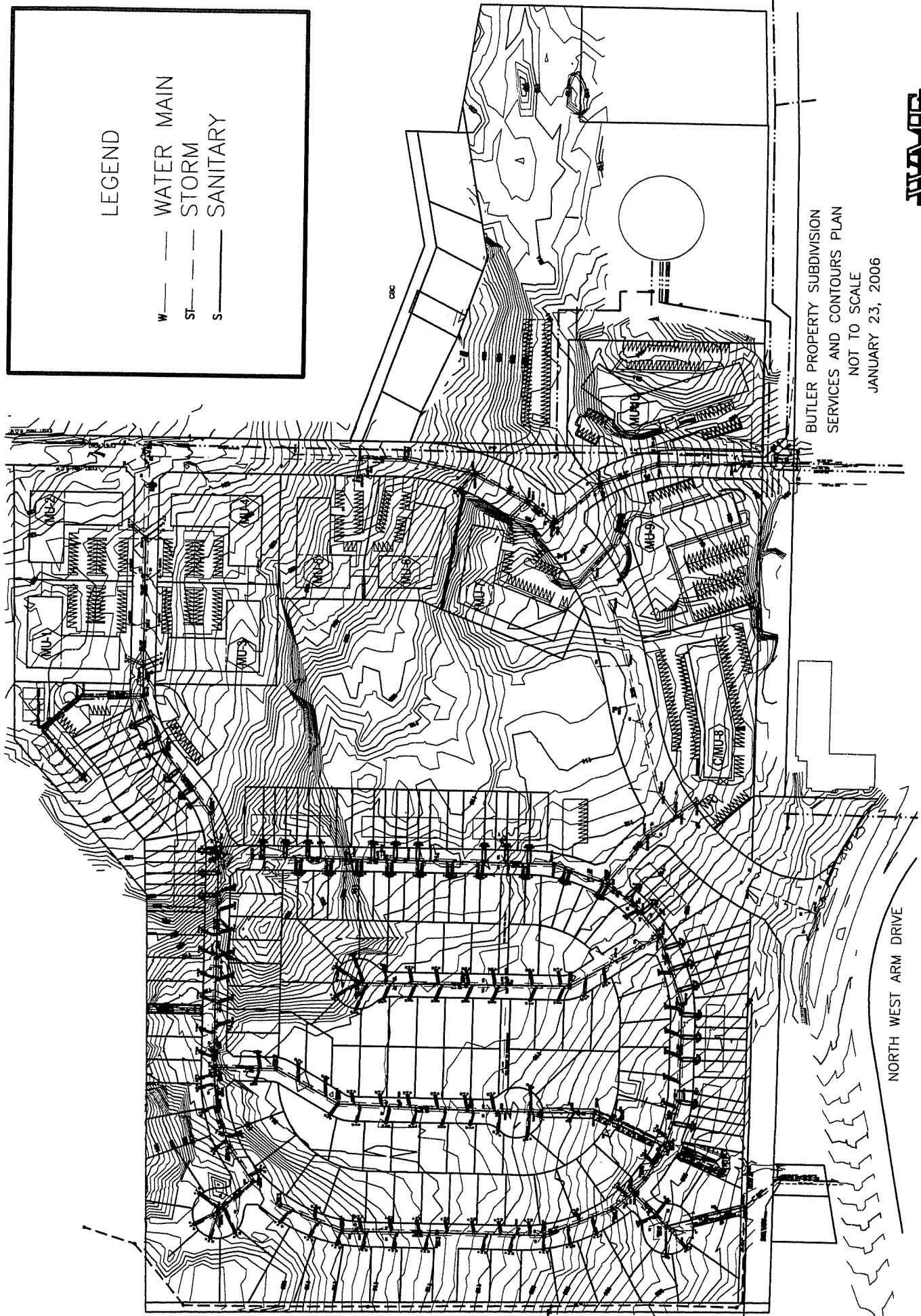
HRWC



00873-0005

LEGEND

W ——— WATER MAIN
 ST ——— STORM
 S ——— SANITARY



BUTLER PROPERTY SUBDIVISION
 SERVICES AND CONTOURS PLAN
 NOT TO SCALE
 JANUARY 23, 2006

LAND USE CONCEPT DATA

BUILDING / PROPERTY SPECS

PARKING

BUILDING	LOT AREA	FLOORS	UNITS				DENSITY	MAX. HEIGHT	INTERIOR	EXTERIOR
			1B	2B	3B	TOTAL				
1	60,997 SQFT	7 + 2 PARKING		90		90	202.5	30	82	35
2	61,377 SQFT	7 + 2 PARKING		90		90	202.5	30	82	35
3	54,041 SQFT	7 + 2 PARKING		90		90	202.5	30	82	35
4	56,650 SQFT	7 + 2 PARKING		90		90	202.5	30	82	35
5	48,588 SQFT	7 + 2 PARKING		77		77	173.25	30	68	29
6	46,845 SQFT	7 + 2 PARKING		77		77	173.25	30	68	30
7	67,694 SQFT	5 1/2+ 1 1/2 PARKING	6	93		99	221.25	21	95	33
8-1ST. 8-2nd./3rd. 4th. & 5th.	81,238 SQFT	1 PARKING 1 COMMERCIAL 4 RESIDENTIAL	4	60		64	143	17	56	72+33=105
9	104,126 SQFT	7 + 2 PARKING	8	124		132	295	30	120	83
10	101,660 SQFT	4 + 1 PARKING	28	60		88	191	17	60	71
Total - Multi Unit						897	2006.75		795	491
SFD			-			100				
SEM-DETACHED			-			20				
TOWNHOUSES			-			67				
Total - houses						187	626.45			
Totals						1084	2633.2			

TOTAL LAND AREA: 67.55 acres

PROJECT DENSITY:

$$\frac{\text{TOTAL PERSONS}}{\text{TOTAL ACREAGE}} = \text{PROJECT DENSITY}$$

$$\frac{2633.20 \text{ P}}{67.55} = 38.98 \text{ P / acre}$$



ARCHITECTURE, ENGINEERING, PROJECT MANAGEMENT & DEVELOPMENT
480 Parkland Drive, Suite 205, Halifax, NS B3S 1P9

Tel: (902) 457-6676

E-mail: wmfdesign@wmfares.com

Fax: (902) 457-4686

Website: www.wmfares.com

PROPOSED:
MOUNT ROYAL RESIDENTIAL DEVELOPMENT
MAIN AVENUE
HALIFAX, N.S.

TITLE:

PROJECT DATA CHART

00873-0006

DATE: **JAN 23, 2006**

SCALE:

DRAWN:

PROJECT: **200533**