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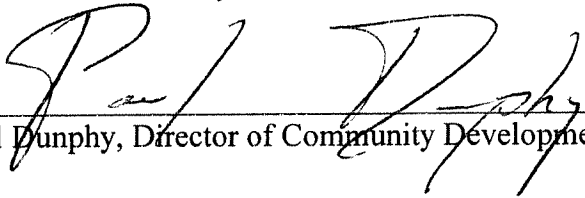


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Chebucto Community Council
January 8, 2007

To: Chebucto Community Council

Submitted by:


Paul Dunphy, Director of Community Development

Date: December 15, 2006

Subject: **Case 00959: Stage II, Phases 2 and 3 Development Agreement - Mount Royale Residential Development - Main Avenue, Halifax**

ORIGIN

Application by Byblos Development Group for a Stage II Development Agreement to permit three multiple unit apartment buildings, 50 townhouse units, 20 semi-detached units, 100 single family units, a Community/Neighbourhood Park hybrid (P1) and a District Park Entrance to the Mainland Common (P-2).

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. Approve the proposed Stage II Development Agreement for Phases 2 and 3 of the Mount Royale Residential Development on Main Avenue, Halifax, presented as Attachment A of this report; and,
2. Require the proposed Stage II Development Agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND:

- A Stage I Development Agreement was approved by Council on April 4, 2005 (Attachment E). This agreement establishes a concept plan for the entire development.
- An Amending Stage II Agreement was approved by Council on February 6, 2006 (Attachment F).
- 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 Stage II, Phase 1 Development Agreement was approved by Council on June 12, 2006.
- A public hearing is not required at Stage II.

DISCUSSION:

Phase 2 consists of the following:

- 50 free hold townhouse units in 8 blocks;
- 20 semi-detached units in 10 buildings;
- 100 single family dwelling units; and
- a Community/Neighbourhood Park (P-1).

Phase 3 consists of the following:

- Building 5 - a seven (7) storey, plus 2 levels of parking, 82 unit residential apartment building;
- Building 6 - a seven (7) storey, plus 2 levels of parking, 100 unit residential apartment building;
- Building 7 - a seven (7) storey, plus 2 levels of parking, 91 unit residential apartment building; and
- a District Park Entrance to the Mainland Common (P-2).

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

- **Building Design:** The building elevations for the three multiple unit residential buildings are attached as Schedules to the development agreement and the elevations identify building materials. 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 provided that the overall density does not exceed the maximum allowed. Typical building elevations for a semi-detached dwelling and for a townhouse block are attached as Schedules to the development agreement and the elevations identify building materials. The quality of architectural materials, building design and detailing for the single family homes is to be similar to and compatible with the materials used throughout the development.
- **By-law Conformance:** The single family dwellings, semi-detached dwellings and townhouse are required to adhere to the requirements of their respective zones. Minor encroachments into

the building setbacks have been allowed for such things as decks, steps or porches. Buildings 5, 6 and 7 have been given relief in the Development Agreement from the R-4 (Multiple Dwelling) Zone requirements for density, angle controls, open space and landscape open space as identified in Attachments B, C and D.

- **Parking:** Ample parking has been provided for all multiple unit buildings. Building 5 has two levels of enclosed parking containing 86 spaces and there are 15 surface spaces provided which yields 1.23 spaces per unit. Building 6 has two levels of enclosed parking containing 101 spaces and there are 19 surface spaces provided which yields 1.2 spaces per unit. Building 7 has two levels of enclosed parking containing 78 spaces and there are 55 surface spaces provided which yields 1.46 spaces per unit. Each single family dwelling, semi detached dwelling unit and townhouse unit will have a driveway for parking.
- **Streets and Municipal Services:** An adequate street network and full servicing is being provided. All necessary easements are to be provided.
- **Landscaping:** Landscape Plans which propose minimum requirements for landscaping have been provided and are attached as Schedules to the development agreement for the three apartment buildings. Tree planting is proposed in locations where the tree preservation, as approved as part of the Stage I agreement, was not possible in order to provide some buffering.
- **Parks:** The proposed park plan for the Community/Neighbourhood Park (P-1), Schedule E, addresses the proposed playfield/meadow and forest retention to be done at the Developer's expense. The Developer will be required to grade, topsoil and hydroseed the proposed playfield/meadow and clean up any windfall in the forest retention areas. The proposed park plan for the District Park Entrance to the Mainland Common (P-2), Schedule E, identifies a future parking lot and walkway system and allows for a future vernal pond. The Developer is required to reinstate any disturbed areas within the parks. The park development site plan identifies the current requirements as well as the future plan for both parks. It was determined that service laterals were 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 Development agreement requires that the multiple residential buildings shall include mitigation materials as advised by the consultant. The Stage II agreement requires that the buildings are located as previously reviewed by CBC and as identified in the Schedules.

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, Phases 2 and 3 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, Phases 2 and 3 Development Agreement with Schedules
Attachment B	Building 5 - By-law Conformance Chart (drawing number 00959-0081)
Attachment C	Building 6 - By-law Conformance Chart (drawing number 00959-0082)
Attachment D	Building 7 - By-law Conformance Chart (drawing number 00959-0083)
Attachment E	Approved Stage I Development Agreement
Attachment F	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, Community Planning, 490-4499
Report Reviewed by: Roger Wells, Acting Manager, Planning Services, 490-4373



Map 1 - Location and Zoning

Mount Royale Subdivision
Stage II, Phases 2 & 3

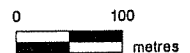
-  Subject area
-  Proposed road alignment

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 , 2007,

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-B1, PID # 40541682 and Blocks 3MR and 4MR and portions of Blocks 1MR and 2MR, 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 (Municipal Case No. 00873) on February 6, 2006 to allow modifications to the street network and the park designs which said agreement is recorded at the Registry of Deeds at Halifax as Document Number 86132652 (hereinafter is called "the Amended Stage I Agreement");

AND WHEREAS, the Chebucto Community Council approved a Stage II Development Agreement for Phase 1 (Municipal Case No. 00791) on June 12, 2006 to allow two multiple residential units (Buildings 9 and 10) and a Community Entrance Park which said agreement is recorded at the Registry of Deeds at Halifax as Document Number 86350528 (hereinafter is called "the Stage II, Phase 1 Agreement");

AND WHEREAS, the Developer has requested that the Municipality enter into a Stage II Development Agreement to allow the construction of Phases 2 and 3 of the Mount Royale Residential Development and the completion of 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 _____ 2007, referenced as Municipal Case Number 00959;

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

Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

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, Landscape Architect, Architect, Land Surveyor or other professional with appropriate credentials.

1.4 Conflict

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.

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.

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 (a portion of 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 EE inclusive attached to this agreement and the plans No. 00959-0006 to 00959-0009 inclusive, 00959-0023 to 00959-0025 inclusive, 00959-0032 to 00959-0034 inclusive, 00959-0041 to 00959-0043 inclusive, 00959-0056 to 00959-0059 inclusive and 00959-0068 to 00959-0080 inclusive filed in the Halifax Regional Municipality as Case Number 00959.

2.1.2 The Schedules to this Agreement are:

Schedule A	Legal Descriptions for Phases 2 and 3, Mount Royale Residential Development, Main Avenue, Halifax
Schedule B	Site Plan Phases 2 and 3 numbered 00959-0079
Schedule C	Site Services Plan Phases 2 and 3 numbered 00959-0080
Schedule D	Density Calculation Sheet numbered 00959-0071
Schedule E	Park Site Development Plan numbered 00959-0078
Schedule F	Semi-detached Typical Front Elevation numbered 00959-0056
Schedule G	Semi-detached Typical Alternate Front Elevation numbered 00959-0057
Schedule H	Semi-detached Typical Side Elevation numbered 00959-0058
Schedule I	Semi-detached Typical Rear Elevation numbered 00959-0059
Schedule J	Townhouse Typical Block Front Elevation numbered 00959-0006
Schedule K	Townhouse Typical Block Right Side Elevation numbered 00959-0007
Schedule L	Townhouse Typical Block Left Side Elevation numbered 00959-0008
Schedule M	Townhouse Typical Block Rear Elevation numbered 00959-0009
Schedule N	Site Plan Building 5 numbered 00959-0072
Schedule O	Building 5 - Front Elevation numbered 00959-0023
Schedule P	Building 5 - Side Elevations numbered 00959-0024
Schedule Q	Building 5 - Rear Elevation numbered 00959-0025
Schedule R	Site Plan Building 6 numbered 00959-0073
Schedule S	Building 6 - Front Elevation numbered 00959-0032
Schedule T	Building 6 - Side Elevations numbered 00959-0033
Schedule U	Building 6 - Rear Elevation numbered 00959-0034
Schedule V	Site Plan Building 7 numbered 00959-0074
Schedule W	Building 7 - Front Elevation numbered 00959-0041
Schedule X	Building 7 - Side Elevations numbered 00959-0042
Schedule Y	Building 7 - Rear Elevation numbered 00959-0043
Schedule Z	Planting Plan Building 5 numbered 00959-0075
Schedule AA	Planting Plan Building 6 numbered 00959-0076
Schedule BB	Planting Plan Building 7 numbered 00959-0077
Schedule CC	Typical Gate Wall Construction Detail numbered 00959-0069
Schedule DD	Typical Section of Gate Wall Detail numbered 00959-0070
Schedule EE	Typical Transformer Pad Enclosure Detail numbered 00959-0068

2.2 Requirements Prior to Approval

- 2.2.1 Prior to the issuance of any municipal Permits for Buildings 5, 6 and 7, the Developer shall follow the MICI (Multi-unit/Industrial/Commercial/Institutional/Commercial) process for each of Buildings 5, 6 and 7.

- 2.2.2 Prior to the issuance of a Municipal Occupancy permit for any multiple unit building, the Developer shall provide certification to the Development Officer from a qualified professional indicating that the Developer has complied with the Landscaping Plans or provided the appropriate securities pursuant to Sections 2.8.7 and 2.8.8 of this Agreement, unless otherwise stated by the Municipality.
- 2.2.3 Prior to the acceptance of Secondary Services in Phases 2 and 3, Park Dedication parcels P1 and P2 as shown in Schedule E pursuant to Section 2.10 of this Agreement must be ready and useable for public recreation purposes. This useable state shall be to the satisfaction of the Development Officer in consultation with the Parkland Planner as achieved via: A) design (Grading, Landscaping, and Engineering plans) B) grubbing, regrading and sub-base preparation of specified areas, C) clean-up of forest retention areas affected by windfall damage, and D) re-instatement of all disturbed areas with 150 mm topsoil and hydroseed or approved equivalent.
- 2.2.4 In order to encourage timely completion of the park sites P1 and P2, all works within the parks are to be completed prior to the acceptance of secondaries for Phases 2 and 3 pursuant to Sections 2.10.12 and 2.10.13 of this agreement.
- 2.2.5 Prior to the acceptance of secondary services for Phases 2 and 3, the Developer shall provide to the Development Officer a letter from the NS Department of Environment and Labour indicating that they have met all the conditions of the NSDEL or made adequate arrangements to do so in relation to the watercourse alteration.
- 2.2.6 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an occupancy permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

2.3 General Description of Land Use

- 2.3.1 The uses of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are as follows:
- (a) 100 single family dwellings;
 - (b) 50 townhouse units in 8 blocks;
 - (c) 20 semi-detached units in 10 buildings;

- (d) Building 5 - a seven storey 82 unit multiple residential apartment building with two levels of enclosed parking;
- (e) Building 6 - a seven storey 100 unit multiple residential apartment building with two levels of enclosed parking and a penthouse;
- (f) Building 7 - a seven storey 91 unit multiple residential apartment building with two levels of enclosed parking;
- (g) Private open space, landscape areas, entry signage and walkways;
- (h) Vehicular parking, loading and circulation areas;
- (i) Public open space consisting of a Community/Neighbourhood Park (P1) and District Park Entrance to the Mainland Common (P2);
- (j) Public street network and associated infrastructure;
- (k) Temporary accessory uses to the foregoing, including a sales office and construction trailer.

2.3.2 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.

2.3.3 The number of units in the multiple residential buildings may be increased or decreased by a maximum of 10% from the numbers specified herein provided that the overall density does not exceed the maximum allowed.

2.3.4 The Development Officer may approve unenclosed structures attached to a main building such as verandas, decks and/or porches and steps and mobility disabled ramps, to be located within the minimum front, side and rear yards provided the provisions of the Mainland Halifax Land Use By-law as amended from time to time for such structures are adhered to.

2.4 Phasing

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

2.4.2 All Phases or portion thereof shall include the provision of the applicable parkland parcels and facilities as required by Section 2.10 of this Stage II Development Agreement.

2.4.3 Prior to construction of any Phase or portion thereof, a Municipal Service Agreement must be signed in accordance with the Subdivision By-Law and the Stage I Development Agreement, as amended, and this Stage II Development Agreement.

2.5 Detailed Provisions for Land Use

- 2.5.1 All single and two unit dwellings must meet the requirements of the R-1 Single Family Dwelling and R-2 Two-family Dwelling Zones, respectively, as described in the Halifax Mainland Land Use By-law.
- 2.5.2 As per the Stage 1 Agreement and notwithstanding Clause 2.5.1, 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.
- 2.5.3 All townhouse dwellings must meet the requirements of the R-2T Townhouse Zone as described in the Halifax Mainland Land Use By-law.
- 2.5.4 As per the Stage 1 Agreement and notwithstanding Clauses 2.5.1 and 2.5.3, 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.
- 2.5.5 As per the Stage 1 Agreement and notwithstanding Clauses 2.5.1 and 2.5.3, 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. The site plan for any development permit application must include details of the adjacent property to demonstrate that the setback can be met.
- 2.5.6 All Multiple Unit Residential Apartment buildings must generally comply with the R-4 Multiple Dwelling Zone requirements for Mainland Halifax with the exception of density, angle controls, landscape open space, and open space and as identified in the attached Schedules and written text of this agreement.
- 2.5.7 For the purposes of determining permissible density, one bedroom plus den units shall be considered to be a one-bedroom unit.

2.6 Buildings/Architecture/Site Design

- 2.6.1 The Developer shall construct buildings and amenities on the Lands, which, in the opinion of the Development Officer are generally in conformance with the written descriptions and Schedules B to EE inclusive, attached hereto, including but not limited to their size, height, number of units and architectural design, including facade features and type of building materials.

- 2.6.2 Architectural materials and detailing, for the townhouse buildings, semi-detached buildings and multiple unit buildings, in general accordance with Schedules F, G, H, I, J, K, L, M, O, P, Q, S, T, U, W, X and Y, 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. The quality of architectural materials, building design and detailing for the single family homes shall be of similar, equal to or better than and compatible with the materials used throughout the development.
- 2.6.3 The location of the buildings shall be substantively in conformance with Schedules B, N, R and V in order to comply with Section 2.1.4 of the Stage I Development Agreement as amended.
- 2.6.4 No exposed treated lumber or plain concrete block shall be used in building construction and no vinyl siding shall be used on the multiple residential buildings. This does not apply to secondary structures such as decks, fences or steps.
- 2.6.5 All roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any public street or adjacent residential development. Any mechanical equipment located at grade shall be screened from view from any public street with landscaping or a combination of fencing and landscaping elements.
- 2.6.6 All vents, down spouts, flashing, electrical conduits, utility meters, service connections, and other functional elements shall be treated as integral parts of the design.
- 2.6.7 The Developer shall be entitled to modify the configuration of internal units for the multiple unit buildings provided the building size has not increased and the overall exterior appearance of the building is maintained.
- 2.6.8 All balconies on the multiple unit dwellings shall be made of decorative metal and glass. Wooden railings are not permitted on the multiple unit dwellings.
- 2.6.9 Architectural treatment and materials shall be continued around all sides of all buildings visually exposed to a public street or public parkland.
- 2.6.10 The multiple residential apartment buildings 5, 6 and 7 shall include mitigation materials for ghost interference as identified in Section 2.7.3 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.).
- 2.6.11 Building 5 shall have a minimum of 65 interior bicycle parking spaces provided within the two levels of underground parking and a minimum of 15 outdoor parking spaces. Building 6 shall have a minimum of 45 interior bicycle parking spaces provided within the two levels of underground parking and a minimum of 15 outdoor parking spaces. Building 7 shall have a minimum of 75 interior bicycle parking spaces provided within the two levels of underground parking and a minimum of 15 outdoor parking spaces.
- 2.6.12 No accessory buildings, fuel tanks, utility meters, central air conditioning units or exhaust vents shall be located within the front yard. No accessory buildings or swimming pools shall be located within a tree preservation area.
- 2.6.13 In regard to the single family dwellings, the Developer agrees that an objective of this development is to provide an aesthetically pleasing streetscape which exhibits a complementary variety of houses types and architectural designs. The architectural design of the buildings shall not be repeated within a three lot radius on the same street. In this regard, building plans within a three lot radius may have similar features, such as roof lines, facade articulation (projections/recesses), fenestration, primary exterior wall colour or materials or roof colour, etc. The Developer shall provide all required documentation at the time of application for the Development Permit to verify compliance with this provision.
- 2.6.14 Any exposed foundation in excess of 1 metre/ 3 feet and/or parking garage face shall be architecturally detailed, veneered with stone or brick, stucco, painted, or an equivalent. Building plans must clearly indicate how this will be addressed.
- 2.6.15 The Development Officer shall verify that all lighting shall be directed to all driveways, parking areas, loading areas, building entrances and walkways and away from streets and abutting properties. Proposed lighting shall be shown on the site plan and building drawings prior to the issuance of a building permit. All lighting shall be installed prior to the issuance of an occupancy permit.
- 2.6.16 On the final plan of subdivision for all townhouse units, the developer shall show easements from the public street such that all individual owners may access the rear of their units. The lot grading design is to be such that access is possible.
- 2.6.17 Blank endwalls shall be avoided in townhouse blocks by means such as, but not limited to: location of front door on side wall of corner unit; placement of windows; architectural detailing.

- 2.6.18 In townhouse blocks, driveways shall be paired with a minimum 1.2 metres/ 4 foot wide landscape strip or decorative hard surface material between the driveways.
- 2.6.19 Amenity space in multiple unit projects shall be set aside for private recreational purposes such as common recreational areas, recreational rooms and roof decks as generally identified in the schedules and floor plans. Amenity space shall include interior and/or exterior areas of each site set aside for the exclusive purposes of visual improvement and/or recreation use and shall include areas of landscaping, exercise rooms, community/party rooms, balconies, landscaped podiums and sundecks. The amenity spaces shall be of a size large enough to accommodate the activity for which it is programmed to be used.
- 2.6.20 The Developer shall be entitled to minor modifications to the architectural requirements of this section provided the changes are minor in nature, in the opinion of the Development Officer, and comply with the intent to this agreement.

2.7 Parking, Circulation and Access

- 2.7.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on Schedules B, N, R and V. Minor modifications may be considered provided that the changes enhance the circulation and opportunities for parking without having a negative impact on landscaping or pedestrian accessibility. The parking areas shall maintain a minimum setback from all property lines of 0.6 metres/2 feet and as generally shown on the plans. All parking areas, driveways and circulation aisles on private lands shall be asphalt or concrete and, for multiple unit residential developments, be defined by concrete curbing.
- 2.7.2 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. All townhouse units shall have, as a minimum, one parking space.
- 2.7.3 The Developer agrees that 2 metres/six feet wide concrete pedestrian walkway connections to the park (P1), with grades not exceeding 8%, shall be provided through the multiple unit developments as shown on Schedules B, N, R and V and shall be designed and constructed to allow for future connections to trails/walkways within the park (P1). Easements to provide a right of access for the public over these walkways shall be registered on all titles that are impacted and shall be identified on all final subdivision plans.

2.8 Landscaping

- 2.8.1 Landscaping for the multiple unit buildings shall be provided as a **minimum** in accordance with the planting plans attached to this agreement as Schedules Z, AA and BB. The Developer may provide enhanced landscape features at their own discretion.
- 2.8.2 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards, as amended, and sodded areas to the Canadian Nursery Sod Growers' Specifications, as amended. All disturbed areas shall be reinstated to original condition or better.
- 2.8.3 The Development Officer may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.
- 2.8.4 The screening of electrical transformers shall be undertaken through the use of enclosures as detailed in Schedule EE as located on Schedules N, R, V and Z, AA and BB. All proposed gate walls at the entrances to all multiple residential buildings shall be constructed according to Schedules CC, DD and EE as located on Schedules N, R, V and Z, AA and BB.
- 2.8.5 The pedestrian walkways and exterior bicycle parking pads within the multiple unit residential developments shall be located as shown on Schedules N, R and V, constructed of concrete in accordance with the applicable HRM specifications. Bike racks shall be provided as specified on the planting plans, Schedules Z, AA and BB, or equivalent.
- 2.8.6 Tree Preservation areas for the singles, semis and townhouses were identified in the Stage I agreement. Within the tree preservation areas no living trees shall be cut unless identified as hazardous by a tree care professional. No understory plants, groundcovers or shrubs shall be removed unless identified by a Landscape Architect or Botanist as an invasive species. In locations where tree preservation has not been possible as identified in the Stage I agreement, the Developer is to plant new trees. New trees are to be planted a maximum of 3 metres/10 feet on center. To provide the most effective screening where lots are back to back the trees are to be planted in a staggered manner while attempting to achieve a natural appearance. The new trees are to be a mix of deciduous and coniferous such as but not limited to white spruce, white pine and white birch. Deciduous trees are to be a minimum of 50 mm caliper and coniferous trees are to be a minimum of 1 metre in height. All new trees are to be planted in accordance with the planting details as shown on Schedules Z, AA and BB.

- 2.8.7 For the multiple unit residential buildings, prior to issuance of an Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 2.8.8 Notwithstanding the above the occupancy permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. The cost estimate is to be provided by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the occupancy permit, the Municipality may use the deposit to complete the landscaping as set out in Schedules N, R and V. The Developer shall be responsible for all costs in this regard exceeding the deposit. Any unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.
- 2.8.9 It is the responsibility of the developer to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping as well as the anticipated mature weight of the plant material on any rooftop and podium.
- 2.8.10 Landscaping of individual single, semi or townhouse lots, including the placement of topsoil and sod, shall occur prior to the acceptance of secondary services for Phases 2 and 3 and only during dry weather. The landscaping shall be completed within two days of topsoil being deposited on the individual lot or as may otherwise be determined and approved through the requirements of the subdivision grading plan. Topsoil shall be placed on the lot, not the street. Temporary stabilization or covering of exposed topsoil is mandatory in the event of rainfall during the aforementioned two day period. Excess topsoil must be removed from the site or permanently stabilized.

2.9 Maintenance

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

2.10 Public Park Dedication

- 2.10.1 The Developer shall design and grade, topsoil and hydroseed the playfield and meadow area as identified in Schedule E Community/Neighbourhood Park (P1). The Developer shall, at their cost, do a detailed design (incorporated into Site Grading and Landscaping and Engineering drawings), prepare the site, and complete site works in consultation with HRM's Park Planning staff.
- 2.10.2 The playfield shall be cleared, grubbed, sub-graded with approved sub-base material to sustain the grassed top layer, and fine graded with the 150 mm minimum top layer of topsoil and hydroseed or an approved equivalent. Any disturbed and regraded areas are to be reinstated with 150mm topsoil and hydroseeded or an approved equivalent.
- 2.10.3 Tree Planting in P1, to be undertaken at a later date by the Municipality, shall consist of a minimum of 13 red oaks, minimum 75 mm caliper in size to be located as shown on Schedule E.
- 2.10.4 Within the forest retention areas, windfall and damaged trees that pose a hazard to park users shall be addressed by the Developer prior to acceptance by the Municipality in accordance with HRM's Park Planning and Development Guidelines section on Hurricane and Natural Disaster Cleanup Guidelines.
- 2.10.5 The Developer is to provide a curb cut for access to the proposed parking area for park P1 and is to ensure that the parking area site is pad ready for future driveway and parking lot construction. The parking area is to be visible from the road and have a comfortable and gradual transition from the road to the parking area and from the parking area to any connecting walkway or trail in accordance with Crime Prevention Through Environmental Design (CPTED) principles.
- 2.10.6 In order to better define the property line boundary between the park P1 and the abutting townhouses, private fencing shall be provided on the residential side of the property line at the expense of the Developer for all townhouse blocks/lots directly abutting P1. The Developer shall incorporate the type and design of the required fencing into the building drawings. The completion of the fencing shall be required prior to the issuance of any occupancy permit for any affected townhouse blocks/lots. Individual homeowners will be responsible for future maintenance of the fence.
- 2.10.7 The District Park Entrance to the Mainland Common (P2) access driveway shall be constructed by the Developer from the re-aligned Main Avenue to the existing Halifax Regional Water Commission easement. The driveway shall be of asphalt and all applicable water valves to be adjusted as per engineering drawing GEN-12 and shall be

- located within this paved area. A locking access gate shall be constructed at Main Avenue on the R.O.W. in order to control access to this driveway. This gate shall be constructed by the Developer in accordance with HRWC standard drawing #3147 and be acceptable to Parkland Planning.
- 2.10.8 Tree Planting for P2, to be undertaken at a later date by the Municipality, shall consist of as a minimum 6 red oaks, minimum 75 mm caliper in size to be located as shown on Schedule E.
- 2.10.9 Should the Developer, in consultation with the Parkland Planner and the Development Engineer, wish to construct a vernal pond within P2, it shall be designed, approved and constructed to the satisfaction of the Parkland Planner and the Development Engineer at the expense of the Developer and include reinstatement of the surrounding lands and any associated disturbed areas. The vernal pond may have a combined park recreation and engineering function but the park recreational function must take precedence and be reflected in the design.
- 2.10.10 Section 2.6.1.5(b) in the Stage I Development Agreement, as amended, requires the Developer to equip the Community/Neighbourhood Park (P1) and the District Park Entrance to the Mainland Common (P2), with HRM approved water and sewer laterals, power, lighting, communication service, sidewalks and driveways. It has been agreed by all parties that no services will be provided to the parks (P1 and P2).
- 2.10.11 Prior to the acceptance of Secondary Services in Phases 2 and 3, Park Dedication parcels P1 and P2 as shown in Schedule E pursuant to Section 2.10 of this Agreement must be ready and useable for public recreation purposes. This useable state shall be to the satisfaction of the Development Officer in consultation with the Parkland Planner as achieved via: A) design (Grading, Landscaping, and Engineering plans) B) grubbing, regrading and sub-base preparation of specified areas, C) clean-up of forest retention areas affected by windfall damage, and D) re-instatement of all disturbed areas with 150 mm topsoil and hydroseed or approved equivalent.
- 2.10.12 The proposed park dedication as shown on Schedule E shall be conveyed to the Municipality by the Developer in conjunction with the completion and acceptance of secondary services of the streets on which those park parcels have frontage. For the purposes of park P1, HRM will require conveyance of the parkland upon completion and acceptance of the secondary services for the last street upon which the park has frontage in Phase 2 as identified in Section 2.6.1.2 (a) of the Stage I agreement. For the purposes of park P2 the park shall be conveyed upon completion and acceptance of phase 3.

2.10.13 The park lands shall, at secondary acceptance, be "Useable for public park purposes" free of legal, environmental, or physical encumbrances. "Encumbrances" mean, for the purposes of Park Dedication, legal, environmental, or physical constraints on the lands that may limit its use and management or present an unreasonable development or remediation costs to the Municipality.

2.11 Signs

2.11.1 No ground sign or entry wall 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.

2.11.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office/show home) is located on the site. No realtor signs shall be posted within the HRM Right of Way.

2.11.3 No mobile, moveable or fluorescent coloured signs or billboards shall be permitted, illuminated or otherwise.

2.11.4 Except as otherwise specifically provided for above, sign location and size shall comply with the requirements of the Mainland Halifax Land Use Bylaw.

2.12 Civic Addressing

2.12.1 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 must contact Civic Addressing as soon as possible in order to make arrangements for the readdressing of the properties impacted.

2.13 Streets And Municipal Services

2.13.1 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. Any submitted drawings are to match the most recent approved engineering drawings. The engineering drawings should govern unless otherwise approved.

- 2.13.2 Servicing for all proposed buildings must match the most current engineering drawings submitted by MacDonnell Group for subdivision approval and all laterals are to be installed during the construction of services.
- 2.13.3 At the building permit stage, supplemental information will be required including but not limited to 1:5 year ponding limits in the parking lot catchbasins, pipe inverts, limiting flows to 40%, etc.
- 2.13.4 All secondary electrical, telephone and cable service to all multiple unit residential buildings shall be underground installation.
- 2.13.5 All services shall be designed and constructed in accordance with the Municipal Service Systems Guidelines.
- 2.13.6 The water distribution system shall conform with the schematics presented on Schedule C, Engineering drawing C-SD-1, most current revision (revision 9 or later) and all design and construction requirements of the Halifax Regional Water Commission.
- 2.13.7 The sanitary sewer system shall conform with the schematics presented on Schedule C, Engineering drawing C-SD-1, most current revision (revision 9 or later) and the design and construction standards of the Municipal Service Systems Manual, unless otherwise acceptable to the Development Engineer.
- 2.13.8 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.
- 2.13.9 The multiple unit residential buildings shall include interior designated spaces for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources. Refuse containers and waste compactors shall be confined to the underground parking areas of each building.
- 2.13.10 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.
- 2.13.11 For multiple unit residential buildings, security may be accepted by the Development Officer for the completion of outstanding on-site paving and landscaping work prior to issuance of a conditional occupancy permit. Such security shall consist of a security deposit in the amount of 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 by the Developer. The security shall be returned to the Developer when all outstanding work is satisfactorily completed and the letter required in section 2.8.7 of this agreement has been received. Alternately, landscaping is to be completed in accordance with Section 2.8.8 of this agreement.

- 2.13.12 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.
- 2.13.13 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 and revisions made thereto as approved by the Development Engineer and the HRWC as a result of redesign of the cul-de-sacs (Salzburg Place and Sophia Street) as a result of the watercourse issue identified by NSDEL
- 2.13.14 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.
- 2.13.15 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.
- 2.13.16 The Municipality agrees that a maximum of two (2) single family dwelling units and two (2) semi detached dwelling units (one building) and one (1) townhouse block (all Phases) may be constructed prior to subdivision approval being granted for the lots on which the buildings are intended to be located provided that the municipal services plan has been approved by the Development Engineer and the Development Engineer and Development Officer are reasonably satisfied that the proposed development is capable of conforming with all applicable terms and conditions of this Agreement. The Municipality further agrees that such buildings may be used on a temporary basis for display or temporarily occupied for office uses pertaining to the sale of properties on the Lands but the Developer agrees that no occupancy permit shall be granted for use as a single family

dwelling until acceptance of primary services has taken place for the portion of the street on which the proposed lots have frontage.

- 2.13.17 In order for water services to be accepted in Phase 2, a connection between Regency Park Drive and Bently Drive must be completed and conveyed to the Halifax Regional Water Commission via appropriate easements or a Stage II Agreement for Phase 4 with the full completion of services must be in place.

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 determined by the Development Officer to be NOT generally as shown on the attached schedules or as detailed in Section 2.6, 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 determined by the Development Officer to be NOT generally as shown on Schedules Z, AA and BB or as detailed in Section 2.8 of this agreement which, in the opinion of Council, are minor in nature;
 - (c) Changes to the open space size, location and/or configuration as determined by the Development Officer to be NOT generally as shown on Schedules which, in the opinion of Council, are minor in nature;
 - (d) Development of, or minor adjustments of housing sites, as shown on Schedule B;
 - (e) Changes to the shape and location of the Typical Gate Walls and Typical Transformer Pad Enclosures as determined by the Development Officer to be NOT generally as shown on Schedules CC, DD and EE;
 - (f) A change of the number of residential units provided the allowed density detailed in Sections 2.3.2, 2.3.3, 2.5.7 and Schedule D is not exceeded; that plans are submitted for any changes to the building design; and that such changes, in the opinion of Council, are minor in nature;
 - (g) The granting of an extension to the date of commencement of construction as identified in Section 4.4 of this agreement; and
 - (h) 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 five (5) 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 or the issuance of a construction permit.
- 4.5 If the Developer fails to complete Phases 2 and 3 of the development or portions thereof, or after six (6) 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 six (6) 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2007.

SIGNED, SEALED AND DELIVERED)
in the presence of)
per: _____)

per: _____)

Sealed, Delivered and Attested)
by the proper signing officers of)
Halifax Regional Municipality)
duly authorized on that behalf)
in the presence of:)

_____)
per:)

BYBLOS DEVELOPMENT GROUP

per: _____

per: _____

HALIFAX REGIONAL MUNICIPALITY

per: _____
MAYOR

per: _____
MUNICIPAL CLERK

PHASE III.

BUILDING 6, 6, 7 (SUBMISSION)

PHASE II. (SUBMISSION)



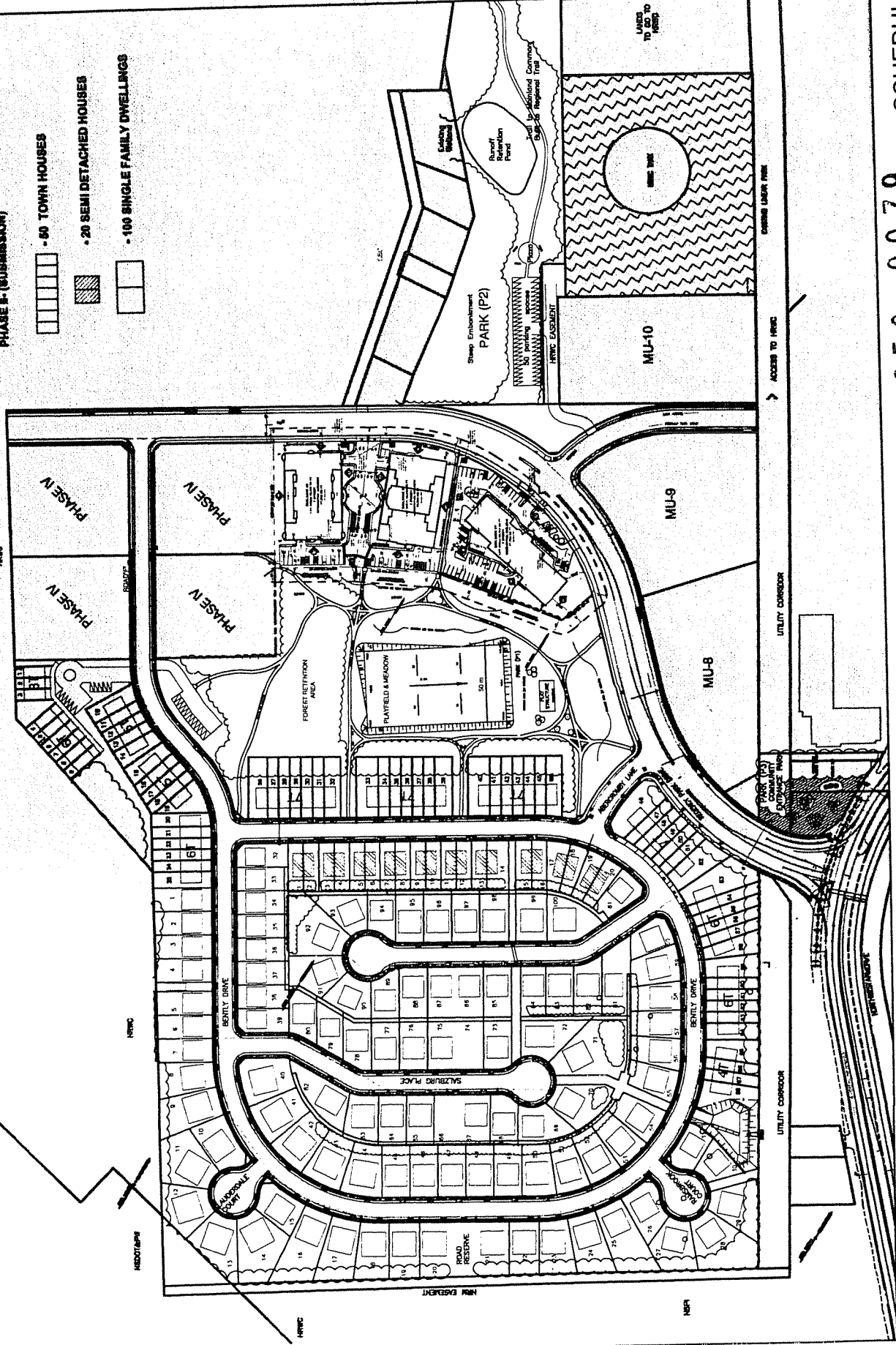
- 60 TOWN HOUSES



- 20 SEMI DETACHED HOUSES



- 100 SINGLE FAMILY DWELLINGS



NO.	DATE	REVISIONS
6	12/06/06	PHASE II STAGE B SUBM.
5	11/24/06	PHASE II STAGE B SUBM.
4	11/10/06	PHASE II STAGE B SUBM.
3	11/02/06	PHASE II STAGE B SUBM.
2	10/20/06	PHASE II STAGE B SUBM.
1	10/20/06	PHASE II STAGE B SUBM.

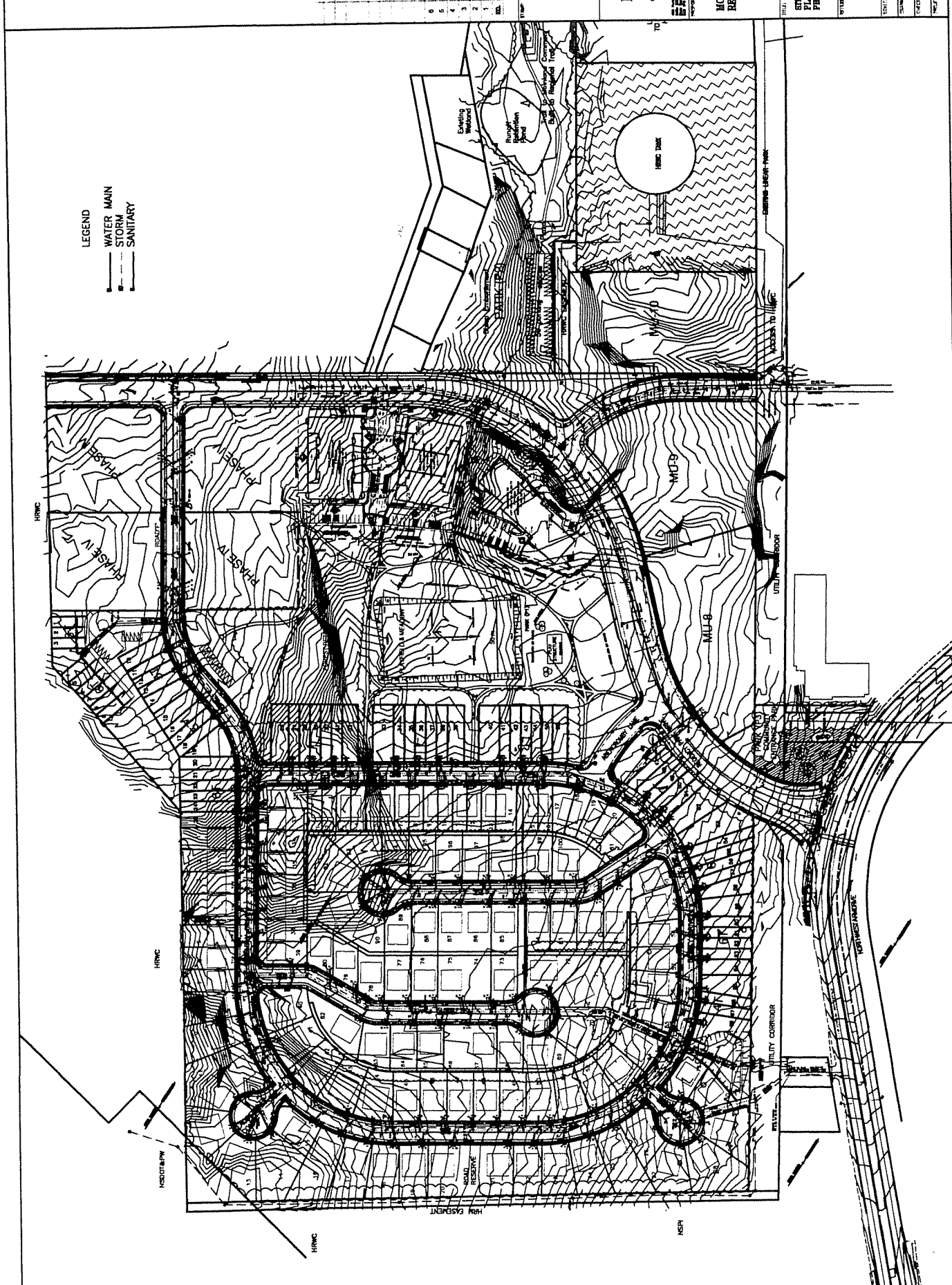
FARES MILLER
 ARCHITECTS INCORPORATED
 1000 WEST 10TH AVENUE
 SUITE 200
 DENVER, CO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112
 WWW.FARES.COM

MTM
 MOUNT ROYALE
 RESIDENTIAL DEVELOPMENT

DATE: 11/00
 SHEET: MAY 11, 2006
 TITLE: CITY PLAN PHASE II

SD-1

00959-0079 SCHEDULE: B



LEGEND
 WATER MAIN
 STORM
 SANITARY

NO.	DATE	REVISIONS
6	10/20/06	PHASE II STAGE B SUBM.
5	11/20/06	PHASE II STAGE B SUBM.
4	11/10/06	PHASE II STAGE B SUBM.
3	11/20/06	PHASE II STAGE B SUBM.
2	10/20/06	PHASE II STAGE B SUBM.
1	10/20/06	PHASE II STAGE B SUBM.

FARES MILLER
 ARCHITECTS ENGINEERS PLANNERS
 1000 W. 10th St. Suite 100
 WYOMING

MOUNT ROYALE
 RESIDENTIAL DEVELOPMENT

UTILITY SERVICES AND CONTIGUOUS
 PLAN
 PHASE II

DATE: 11/10/06
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: 200502

SD-3

00959-008 SCHEDULE: C

MOUNT ROYALE SUBDIVISION DENSITY CALCULATION SHEET

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

BUILDING 5

LOT AREA SQ FT	AREA FOR DENSITY CALCULATION SQ FT/ACRES	UNIT TYPES	# UNITS		DENSITY	PERSONS/ ACRE
50,813	57,148/1.31	1 BEDROOM	5 (1 per floor except on 1 st and 2 nd)	2.0	10	
		2 BEDROOM	77 (11 per floor)	2.25	173.25	
		TOTAL	82 (7 floors)		183.25	139.9

BUILDING 6

LOT AREA SQ FT	AREA FOR DENSITY CALCULATION SQ FT/ACRES	UNIT TYPES	# UNITS		DENSITY	PERSONS/ ACRE
49,543	55,063/1.264	BACHELOR	42 (6 per floor)	1	42	
		2 BEDROOM	30 (4 per floor, 2 Penthouse units)	2.25	67.5	
		3 BEDROOM	28 (4 per floor)	2.25	63	
		TOTAL	100 (7 floors)		172.5	136.5

BUILDING 7

LOT AREA SQ FT	AREA FOR DENSITY CALCULATION SQ FT/ACRES	UNIT TYPES	# UNITS		DENSITY	PERSONS/ ACRE
66,164	89,924/2.06	1 BEDROOM	7 (1 per floor)	2.0	14	
		2 BEDROOM	84 (12 per floor)	2.25	189	
		TOTAL	91 (7 floors)		203	118.7

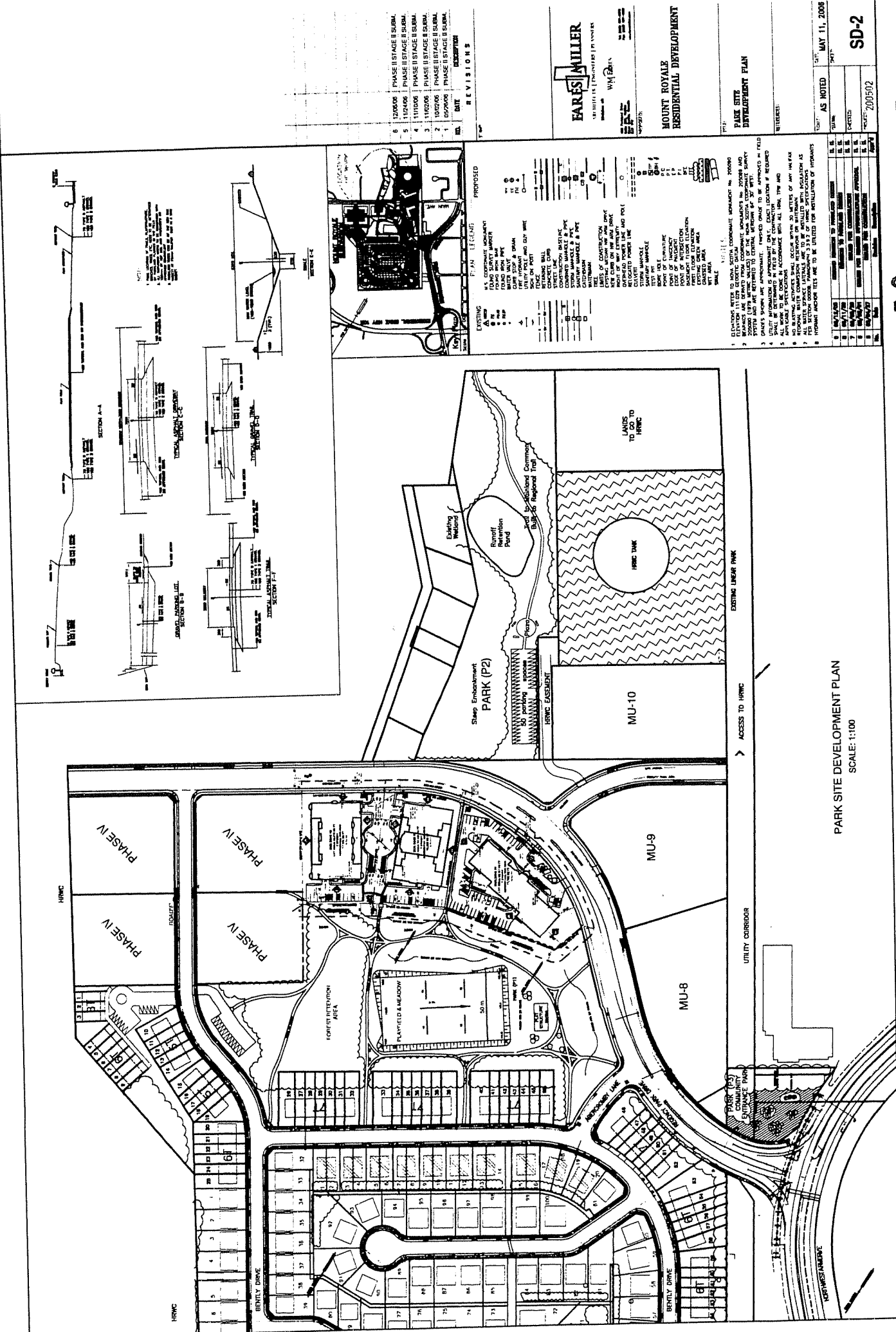
Summary of density consumed: (buildings 5, 6, 7, 9,10) + 100 Singles + 50 Townhouses + 20 Semis
= (183.25+172.5+203+298.25+196.75) + (335) + (167.5) + (67)
= 1623.25 persons

BLDG TYPE	UNIT	PROPOSED DENSITY
MU-1	90	201.50
MU-2	90	201.50
MU-3	90	201.50
MU-4	90	201.50
MU-5	82	183.25
MU-6	100	172.50
MU-7	91	203.00
MU-8	64	143.65
MU-9	138	298.25
MU-10	92	196.75
SINGLE FAMILY DWELLINGS	100	335.00
TOWNHOUSES	69	227.80
SEMI'S	20	67.00
TOTAL		2636.55

TOTAL LAND AREA: 67.55 ACRES

00959-0071

SCHEDULE: D



NO.	DATE	DESCRIPTION
1	05/07/06	PHASE II STAGE II SUBM.
2	11/02/06	PHASE II STAGE II SUBM.
3	11/02/06	PHASE II STAGE II SUBM.
4	11/02/06	PHASE II STAGE II SUBM.
5	11/02/06	PHASE II STAGE II SUBM.
6	12/02/06	PHASE II STAGE II SUBM.

REVISIONS

1. TO ADD UTILITY CORRIDOR AND ACCESS TO HIRC

2. TO ADD UTILITY CORRIDOR AND ACCESS TO HIRC

3. TO ADD UTILITY CORRIDOR AND ACCESS TO HIRC

4. TO ADD UTILITY CORRIDOR AND ACCESS TO HIRC

5. TO ADD UTILITY CORRIDOR AND ACCESS TO HIRC

6. TO ADD UTILITY CORRIDOR AND ACCESS TO HIRC

PLAN LEGEND

EXISTING

- 1. EXISTING UTILITY CORRIDOR
- 2. EXISTING UTILITY CORRIDOR
- 3. EXISTING UTILITY CORRIDOR
- 4. EXISTING UTILITY CORRIDOR
- 5. EXISTING UTILITY CORRIDOR
- 6. EXISTING UTILITY CORRIDOR
- 7. EXISTING UTILITY CORRIDOR
- 8. EXISTING UTILITY CORRIDOR
- 9. EXISTING UTILITY CORRIDOR
- 10. EXISTING UTILITY CORRIDOR

PROPOSED

- 1. PROPOSED UTILITY CORRIDOR
- 2. PROPOSED UTILITY CORRIDOR
- 3. PROPOSED UTILITY CORRIDOR
- 4. PROPOSED UTILITY CORRIDOR
- 5. PROPOSED UTILITY CORRIDOR
- 6. PROPOSED UTILITY CORRIDOR
- 7. PROPOSED UTILITY CORRIDOR
- 8. PROPOSED UTILITY CORRIDOR
- 9. PROPOSED UTILITY CORRIDOR
- 10. PROPOSED UTILITY CORRIDOR

NOTES

1. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF MOUNT ROYALE UTILITY SPECIFICATIONS.

2. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF MOUNT ROYALE UTILITY SPECIFICATIONS.

3. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF MOUNT ROYALE UTILITY SPECIFICATIONS.

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9. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF MOUNT ROYALE UTILITY SPECIFICATIONS.

10. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF MOUNT ROYALE UTILITY SPECIFICATIONS.

FARES MILLER

1800 W. 10TH STREET, SUITE 100, DENVER, CO 80202

PH: 303.733.1111

FAX: 303.733.1112

WWW.FARES-MILLER.COM

MOUNT ROYALE

RESIDENTIAL DEVELOPMENT

PARK SITE

DEVELOPMENT PLAN

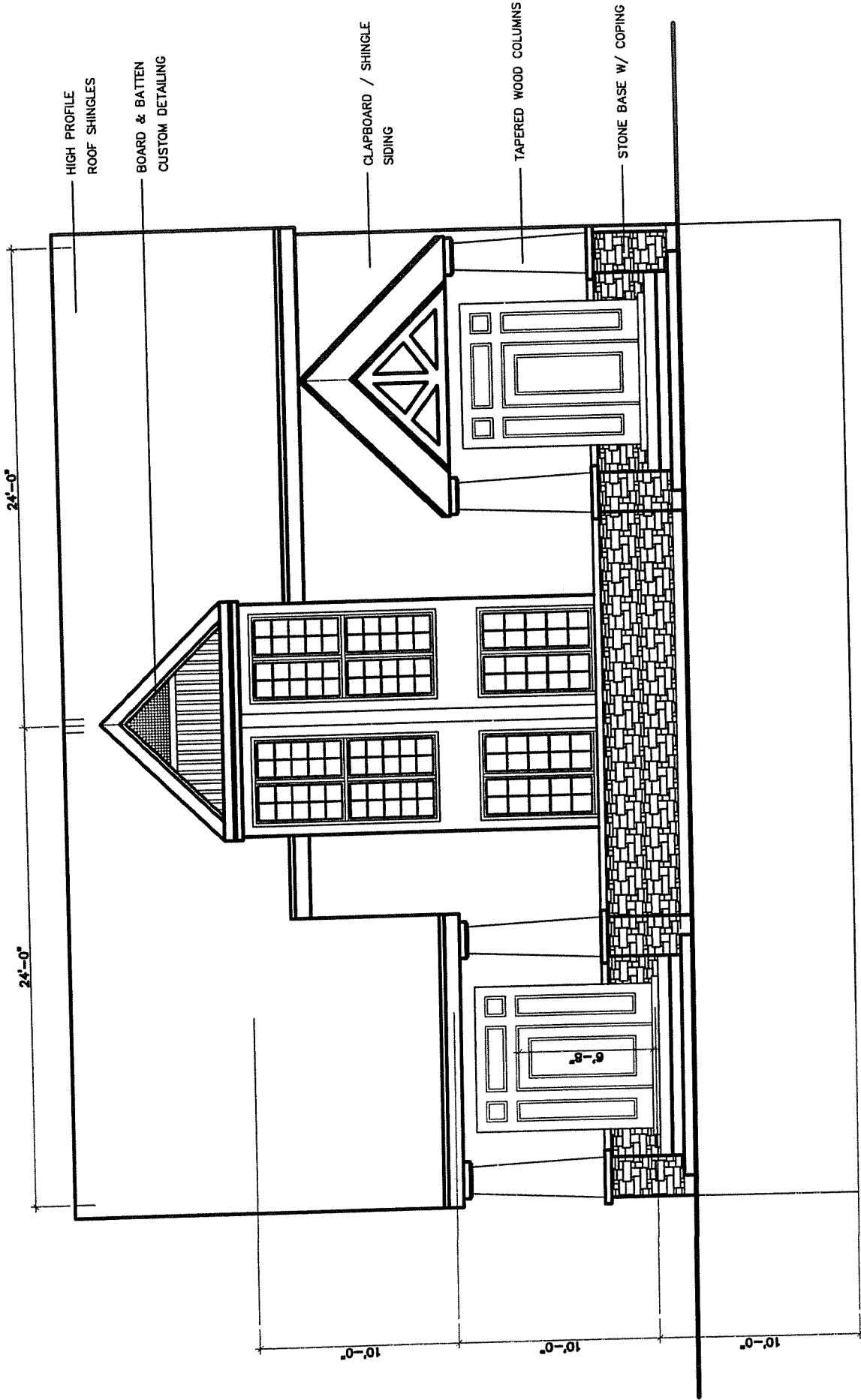
DATE: MAY 11, 2006

SCALE: 1:100

PROJECT: 2005012

SD-2

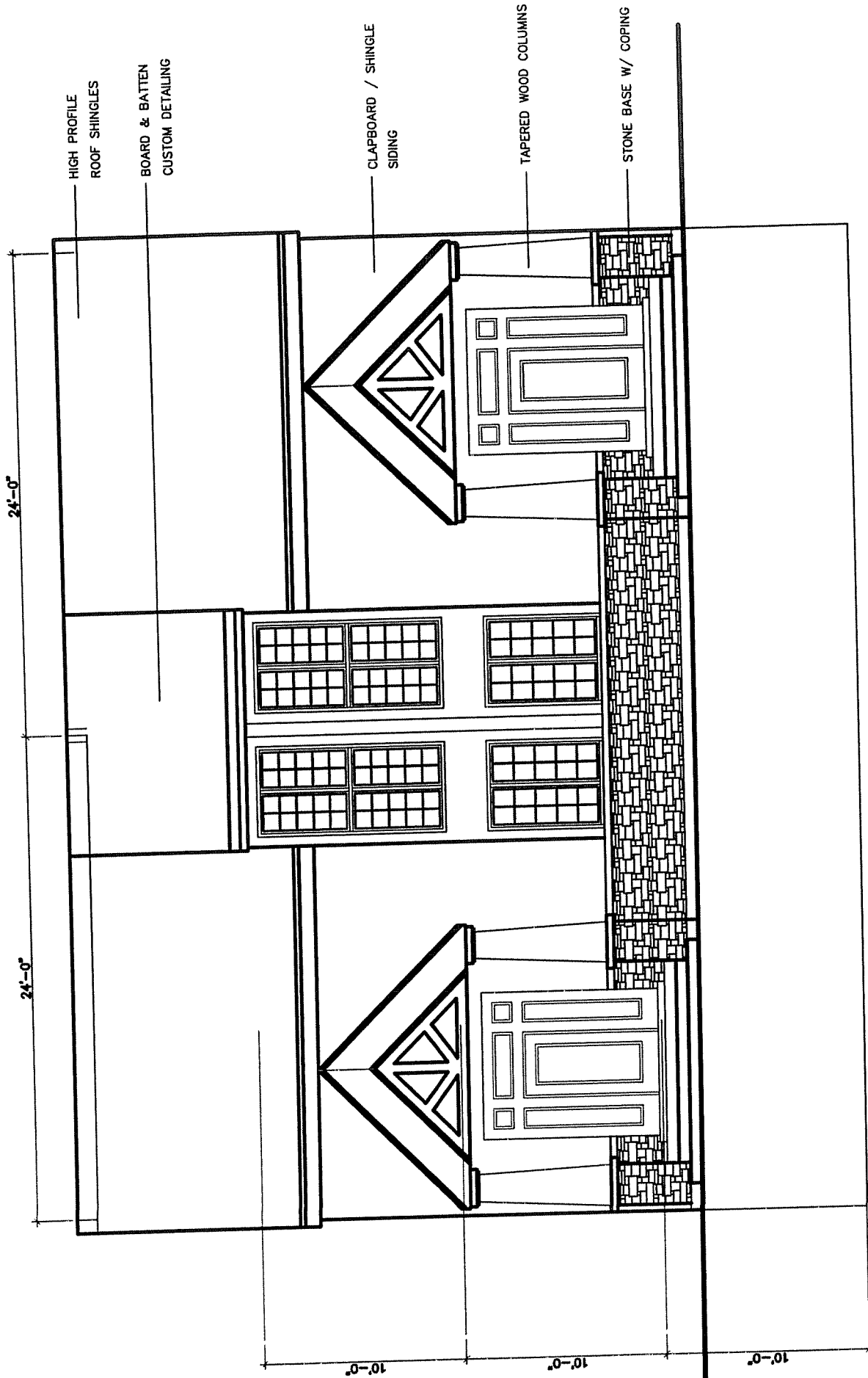
00959-0078 SCHEDULE: E



SEMI DETACHED ELEVATION - TYPE 1 00959-0056

SCALE 3/16"=1'-0"

SCHEDULE: F

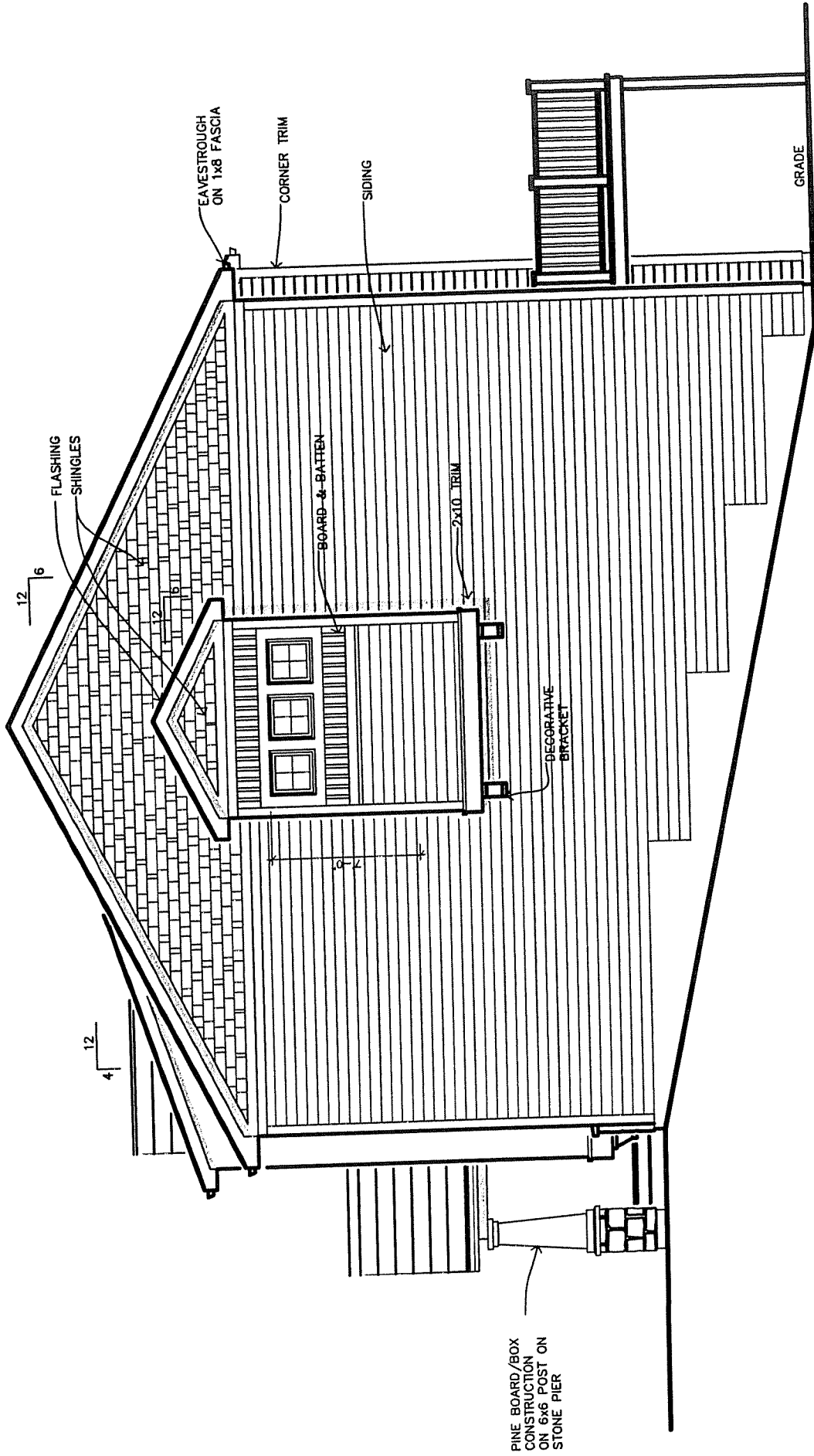


00959 - 0057

SEMI DETACHED ELEVATION - TYPE 2

SCALE 3/16"=1'-0"

SCHEDULE: G

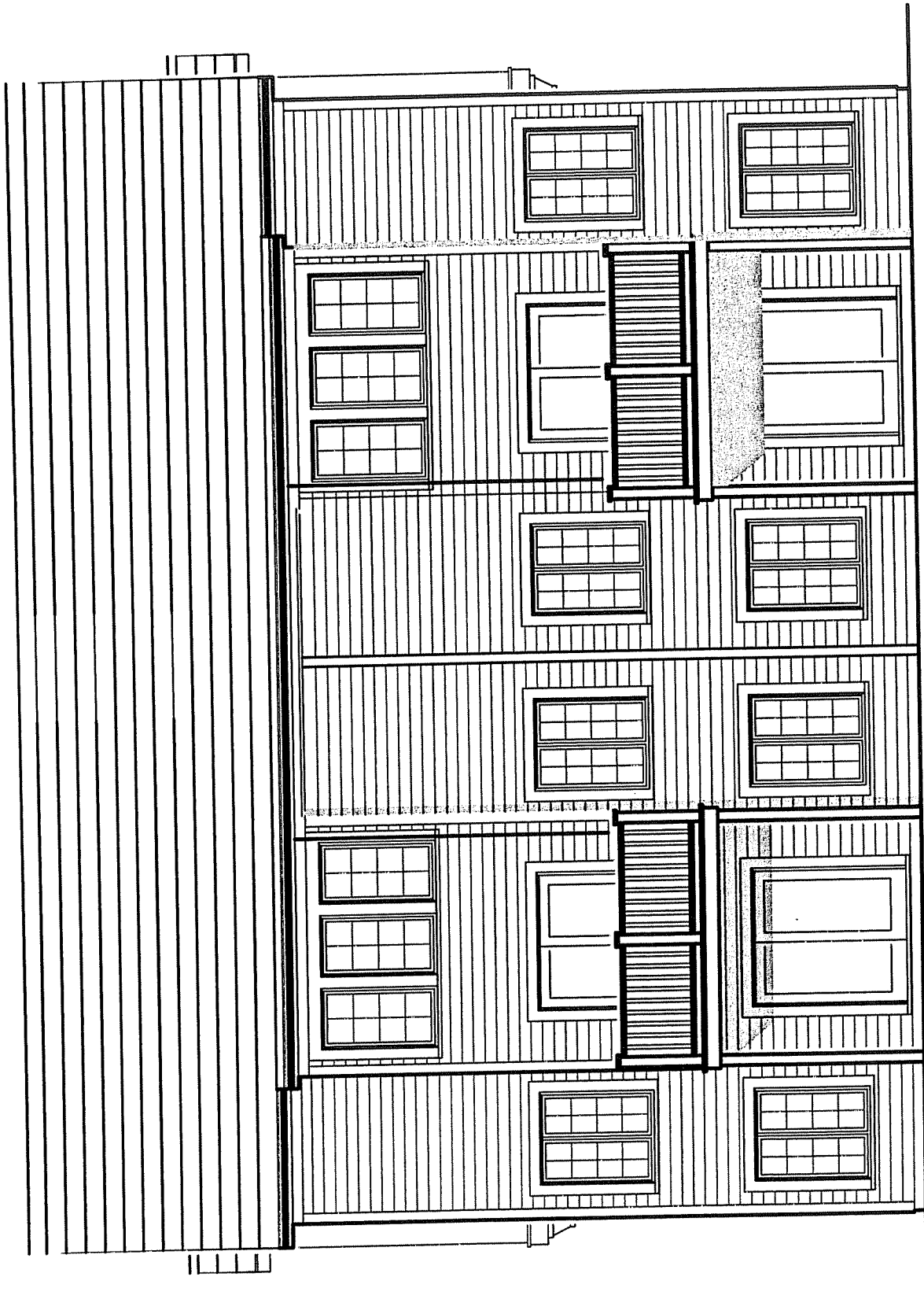


LEFT SIDE ELEVATION

SCALE 3/16"=1'-0"

00959-0058

SCHEDULE: H

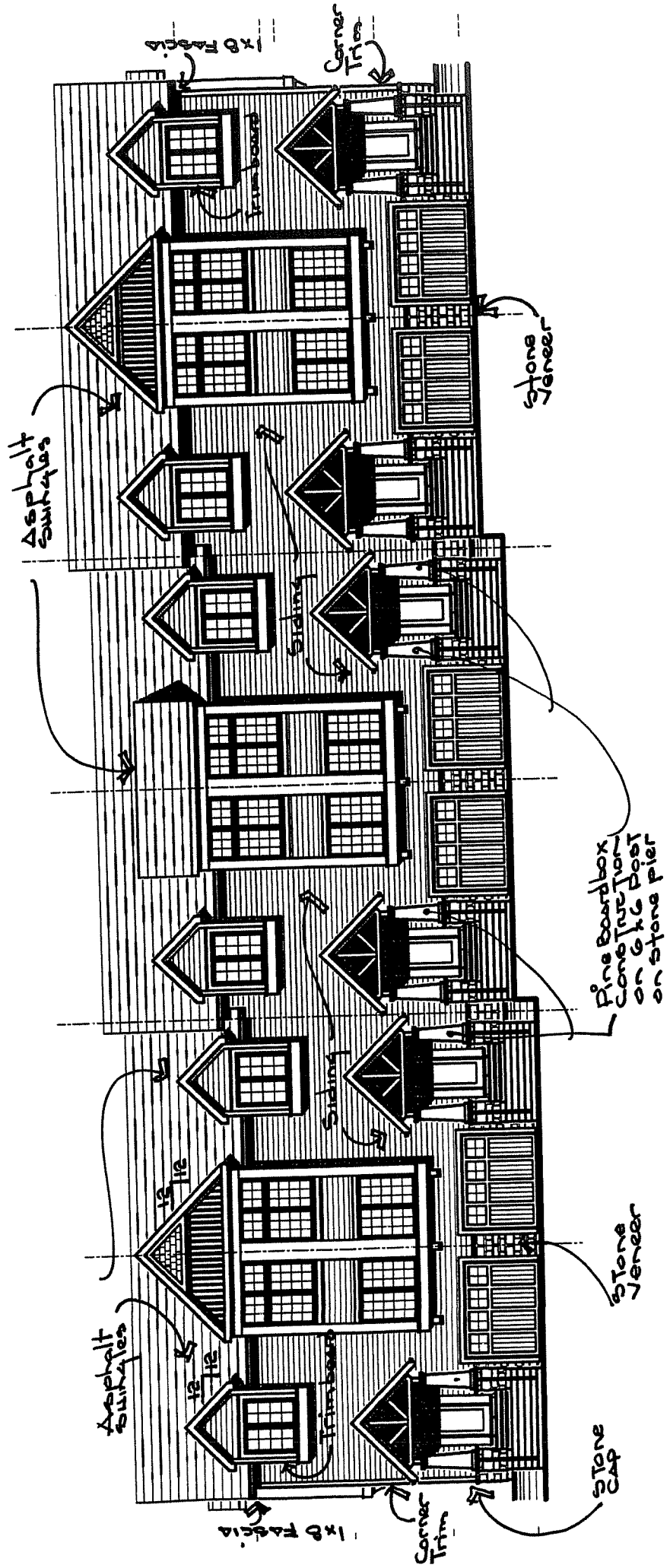


REAR ELEVATION
SCALE 3/16"=1'-0"

00959-0059

SCHEDULE: I

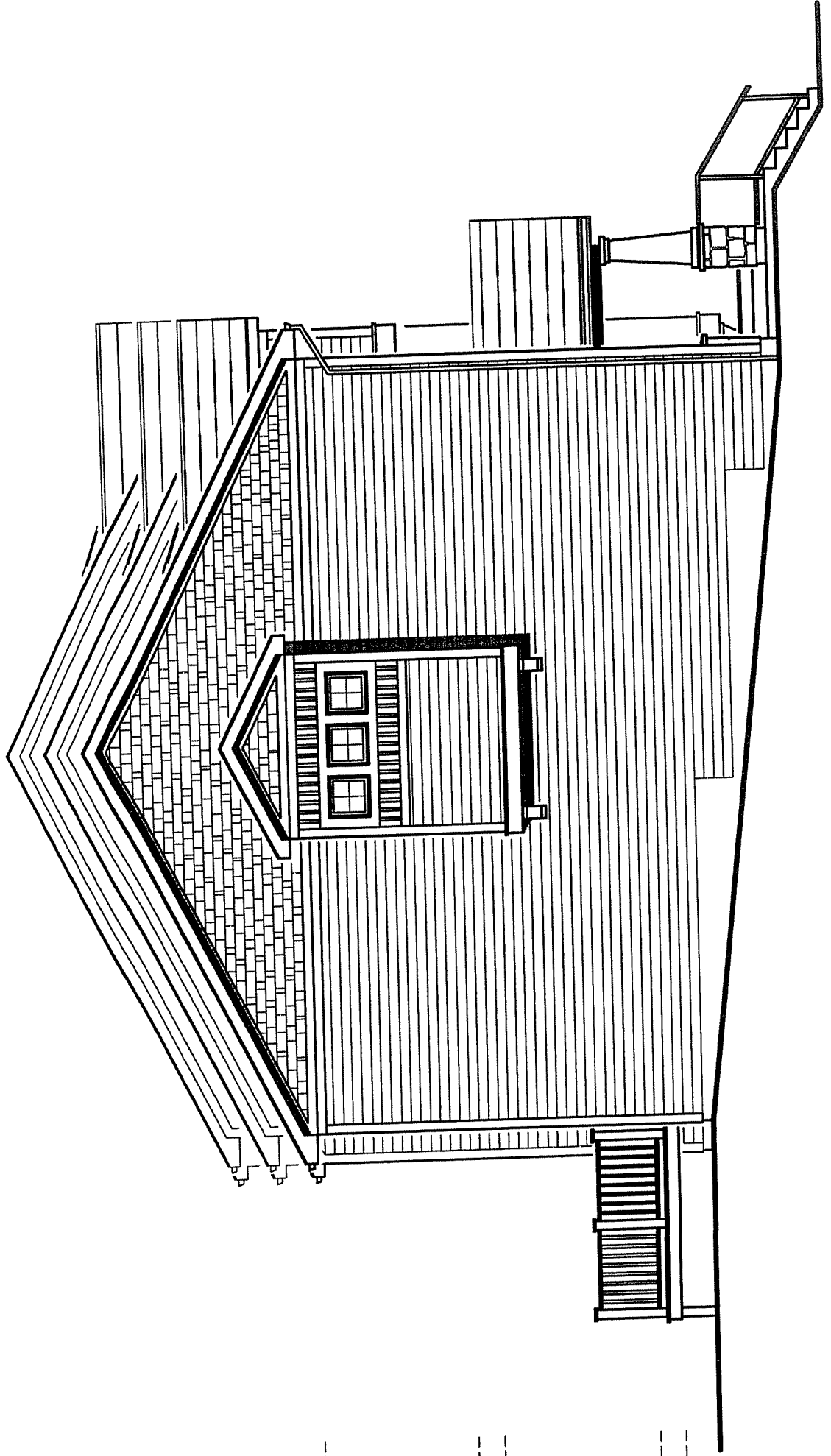
TOWN HOUSES - FRONT ELEVATION



SCHEDULE: J

00959-0006

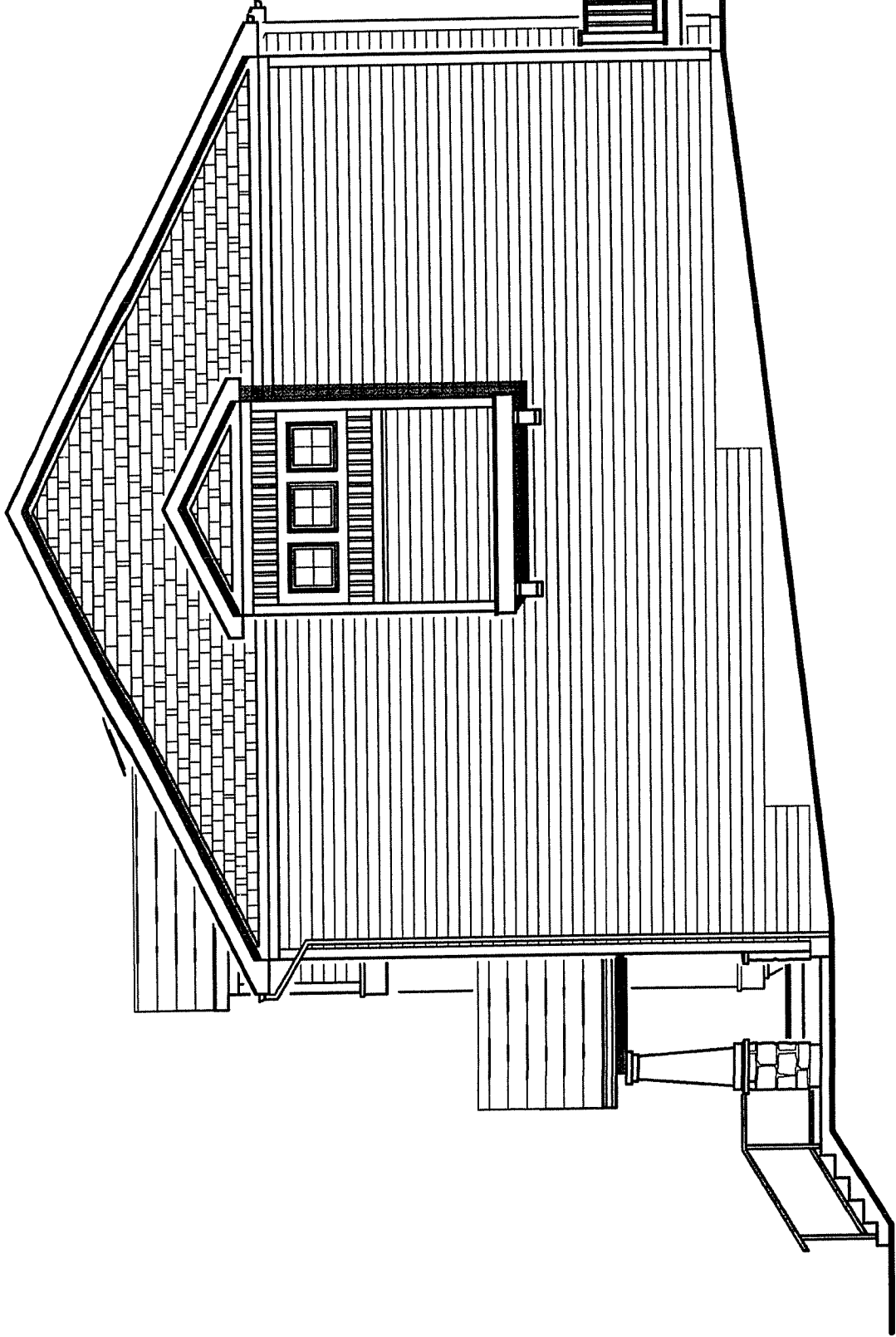
TOWN HOUSES - RIGHT SIDE ELEVATION



00959 - 0007

SCHEDULE: K

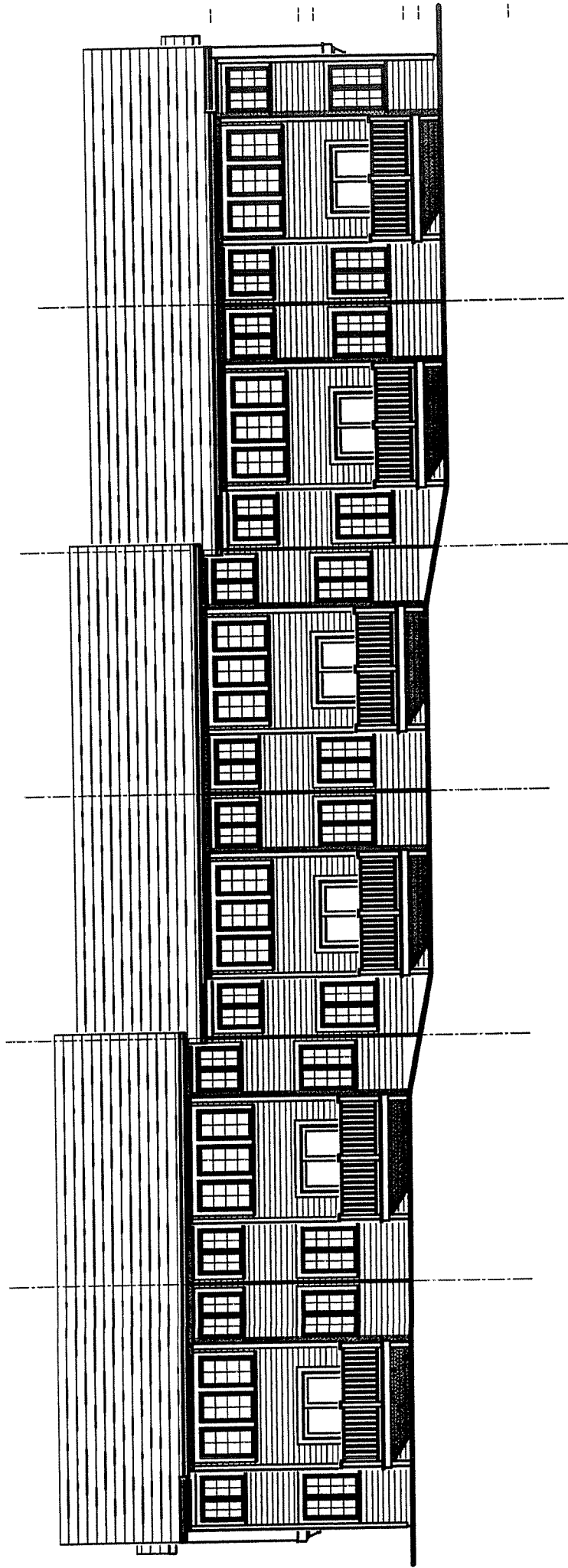
TOWN HOUSES - LEFT SIDE ELEVATION



00959 - 0008

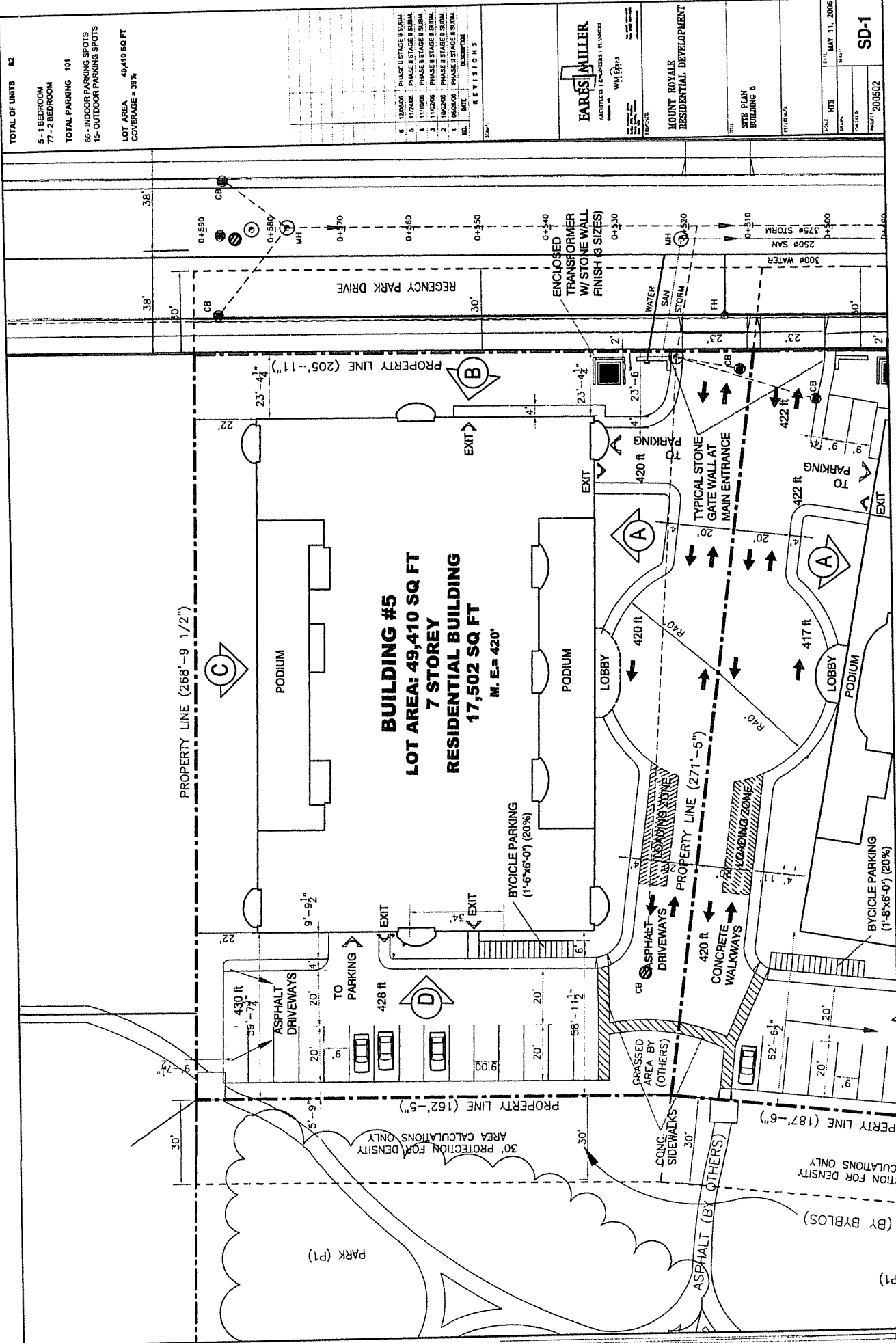
SCHEDULE: L

TOWN HOUSES - REAR ELEVATION



00959 - 0009

SCHEDULE: M



TOTAL OF UNITS 82
 5-1 BEDROOM
 77-2 BEDROOM
 TOTAL PARKING 101
 86-INDOOR PARKING SPOTS
 15-OUTDOOR PARKING SPOTS
 LOT AREA 49,410 SQ FT
 COVERAGE = 39%

NO.	DATE	REVISIONS
1	12/20/06	1. PHASE 1 STAGE 1 SUBMIT
2	1/17/08	2. PHASE 1 STAGE 2 SUBMIT
3	1/17/08	3. PHASE 1 STAGE 3 SUBMIT
4	1/17/08	4. PHASE 1 STAGE 4 SUBMIT
5	1/17/08	5. PHASE 1 STAGE 5 SUBMIT
6	1/17/08	6. PHASE 1 STAGE 6 SUBMIT
7	1/17/08	7. PHASE 1 STAGE 7 SUBMIT
8	1/17/08	8. PHASE 1 STAGE 8 SUBMIT
9	1/17/08	9. PHASE 1 STAGE 9 SUBMIT
10	1/17/08	10. PHASE 1 STAGE 10 SUBMIT
11	1/17/08	11. PHASE 1 STAGE 11 SUBMIT
12	1/17/08	12. PHASE 1 STAGE 12 SUBMIT
13	1/17/08	13. PHASE 1 STAGE 13 SUBMIT
14	1/17/08	14. PHASE 1 STAGE 14 SUBMIT
15	1/17/08	15. PHASE 1 STAGE 15 SUBMIT
16	1/17/08	16. PHASE 1 STAGE 16 SUBMIT
17	1/17/08	17. PHASE 1 STAGE 17 SUBMIT
18	1/17/08	18. PHASE 1 STAGE 18 SUBMIT
19	1/17/08	19. PHASE 1 STAGE 19 SUBMIT
20	1/17/08	20. PHASE 1 STAGE 20 SUBMIT
21	1/17/08	21. PHASE 1 STAGE 21 SUBMIT
22	1/17/08	22. PHASE 1 STAGE 22 SUBMIT
23	1/17/08	23. PHASE 1 STAGE 23 SUBMIT
24	1/17/08	24. PHASE 1 STAGE 24 SUBMIT
25	1/17/08	25. PHASE 1 STAGE 25 SUBMIT
26	1/17/08	26. PHASE 1 STAGE 26 SUBMIT
27	1/17/08	27. PHASE 1 STAGE 27 SUBMIT
28	1/17/08	28. PHASE 1 STAGE 28 SUBMIT
29	1/17/08	29. PHASE 1 STAGE 29 SUBMIT
30	1/17/08	30. PHASE 1 STAGE 30 SUBMIT
31	1/17/08	31. PHASE 1 STAGE 31 SUBMIT
32	1/17/08	32. PHASE 1 STAGE 32 SUBMIT
33	1/17/08	33. PHASE 1 STAGE 33 SUBMIT
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37	1/17/08	37. PHASE 1 STAGE 37 SUBMIT
38	1/17/08	38. PHASE 1 STAGE 38 SUBMIT
39	1/17/08	39. PHASE 1 STAGE 39 SUBMIT
40	1/17/08	40. PHASE 1 STAGE 40 SUBMIT
41	1/17/08	41. PHASE 1 STAGE 41 SUBMIT
42	1/17/08	42. PHASE 1 STAGE 42 SUBMIT
43	1/17/08	43. PHASE 1 STAGE 43 SUBMIT
44	1/17/08	44. PHASE 1 STAGE 44 SUBMIT
45	1/17/08	45. PHASE 1 STAGE 45 SUBMIT
46	1/17/08	46. PHASE 1 STAGE 46 SUBMIT
47	1/17/08	47. PHASE 1 STAGE 47 SUBMIT
48	1/17/08	48. PHASE 1 STAGE 48 SUBMIT
49	1/17/08	49. PHASE 1 STAGE 49 SUBMIT
50	1/17/08	50. PHASE 1 STAGE 50 SUBMIT
51	1/17/08	51. PHASE 1 STAGE 51 SUBMIT
52	1/17/08	52. PHASE 1 STAGE 52 SUBMIT
53	1/17/08	53. PHASE 1 STAGE 53 SUBMIT
54	1/17/08	54. PHASE 1 STAGE 54 SUBMIT
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56	1/17/08	56. PHASE 1 STAGE 56 SUBMIT
57	1/17/08	57. PHASE 1 STAGE 57 SUBMIT
58	1/17/08	58. PHASE 1 STAGE 58 SUBMIT
59	1/17/08	59. PHASE 1 STAGE 59 SUBMIT
60	1/17/08	60. PHASE 1 STAGE 60 SUBMIT
61	1/17/08	61. PHASE 1 STAGE 61 SUBMIT
62	1/17/08	62. PHASE 1 STAGE 62 SUBMIT
63	1/17/08	63. PHASE 1 STAGE 63 SUBMIT
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65	1/17/08	65. PHASE 1 STAGE 65 SUBMIT
66	1/17/08	66. PHASE 1 STAGE 66 SUBMIT
67	1/17/08	67. PHASE 1 STAGE 67 SUBMIT
68	1/17/08	68. PHASE 1 STAGE 68 SUBMIT
69	1/17/08	69. PHASE 1 STAGE 69 SUBMIT
70	1/17/08	70. PHASE 1 STAGE 70 SUBMIT
71	1/17/08	71. PHASE 1 STAGE 71 SUBMIT
72	1/17/08	72. PHASE 1 STAGE 72 SUBMIT
73	1/17/08	73. PHASE 1 STAGE 73 SUBMIT
74	1/17/08	74. PHASE 1 STAGE 74 SUBMIT
75	1/17/08	75. PHASE 1 STAGE 75 SUBMIT
76	1/17/08	76. PHASE 1 STAGE 76 SUBMIT
77	1/17/08	77. PHASE 1 STAGE 77 SUBMIT
78	1/17/08	78. PHASE 1 STAGE 78 SUBMIT
79	1/17/08	79. PHASE 1 STAGE 79 SUBMIT
80	1/17/08	80. PHASE 1 STAGE 80 SUBMIT
81	1/17/08	81. PHASE 1 STAGE 81 SUBMIT
82	1/17/08	82. PHASE 1 STAGE 82 SUBMIT

FARNS MILLER
 ARCHITECTS | ENGINEERS | PLANNERS
 1000 W. 10th St. | Suite 1000 | Phoenix, AZ 85001
 TEL: 602.495.1111 | FAX: 602.495.1112
 WWW.FARNSMILLER.COM

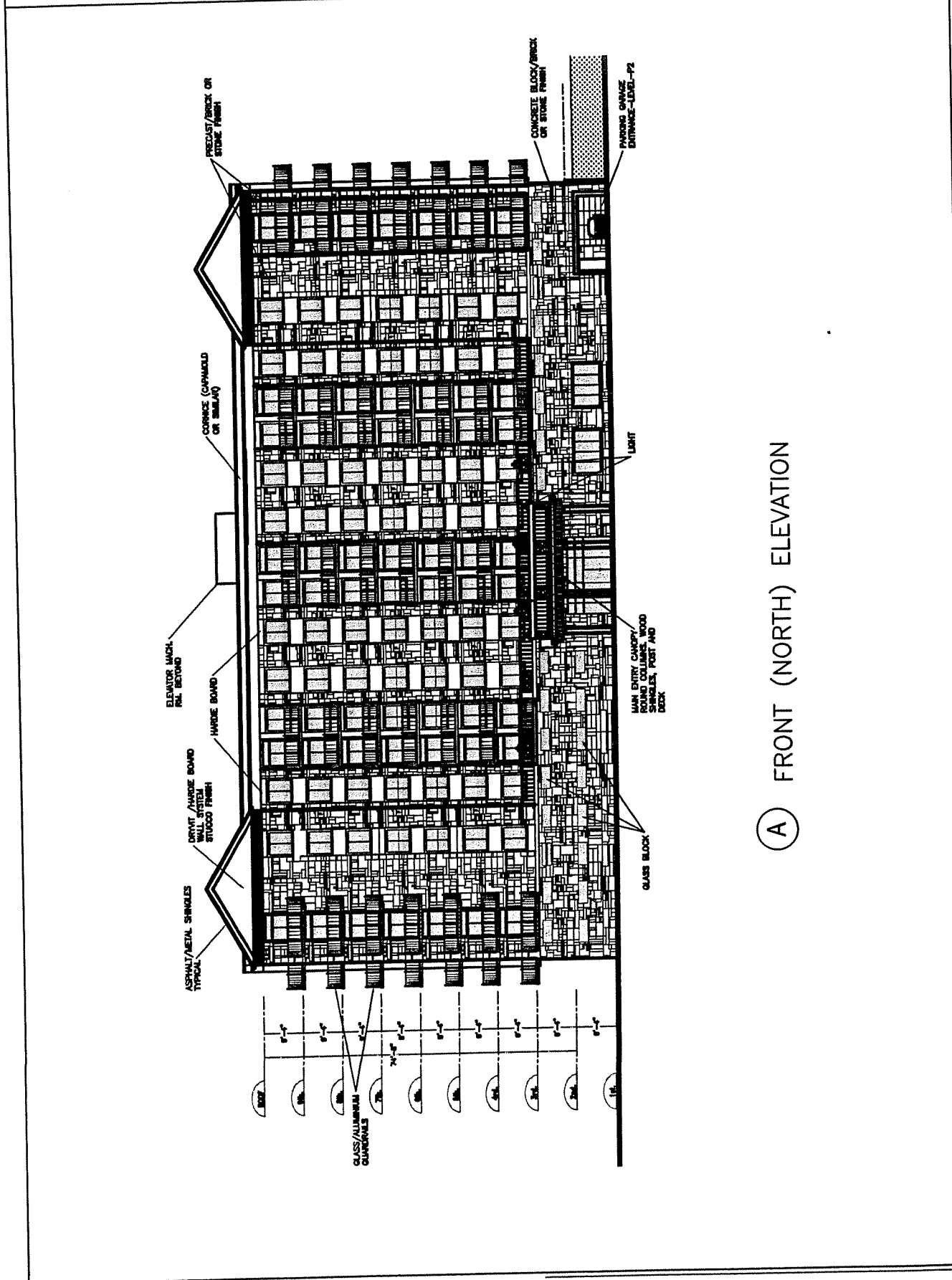
MOUNT ROYAL RESIDENTIAL DEVELOPMENT

SITE PLAN BUILDING 5

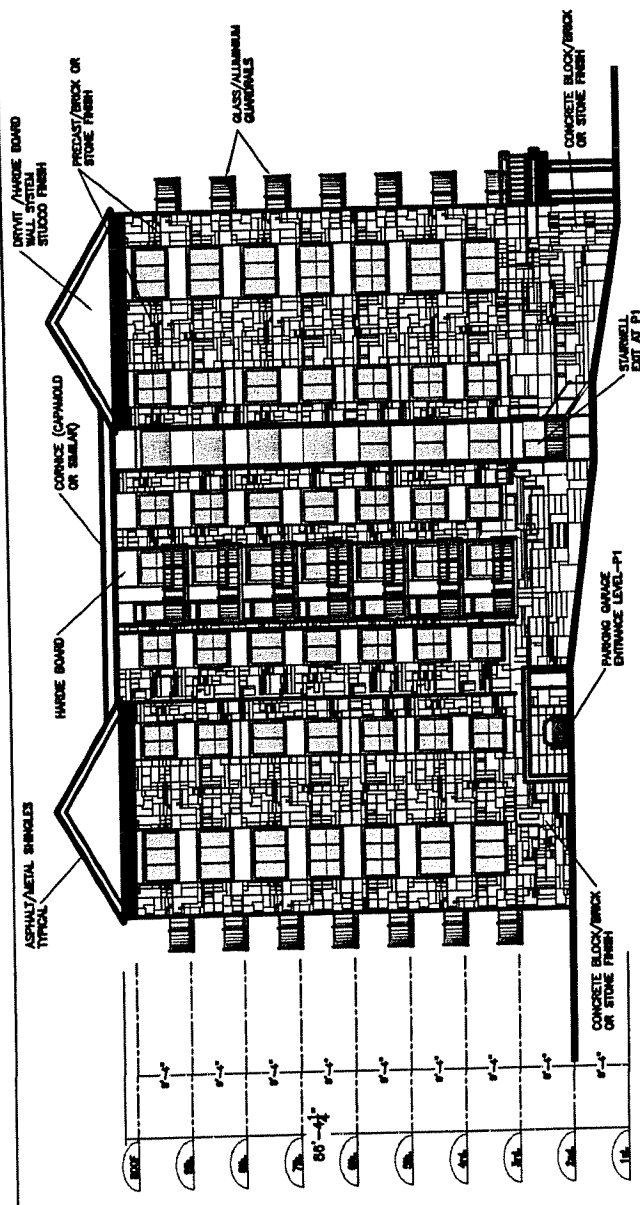
DATE: MAY 11, 2006
 SCALE: AS SHOWN
 SHEET: SD-1
 PROJECT: 200502

SCHEDULE: N 00959-0072

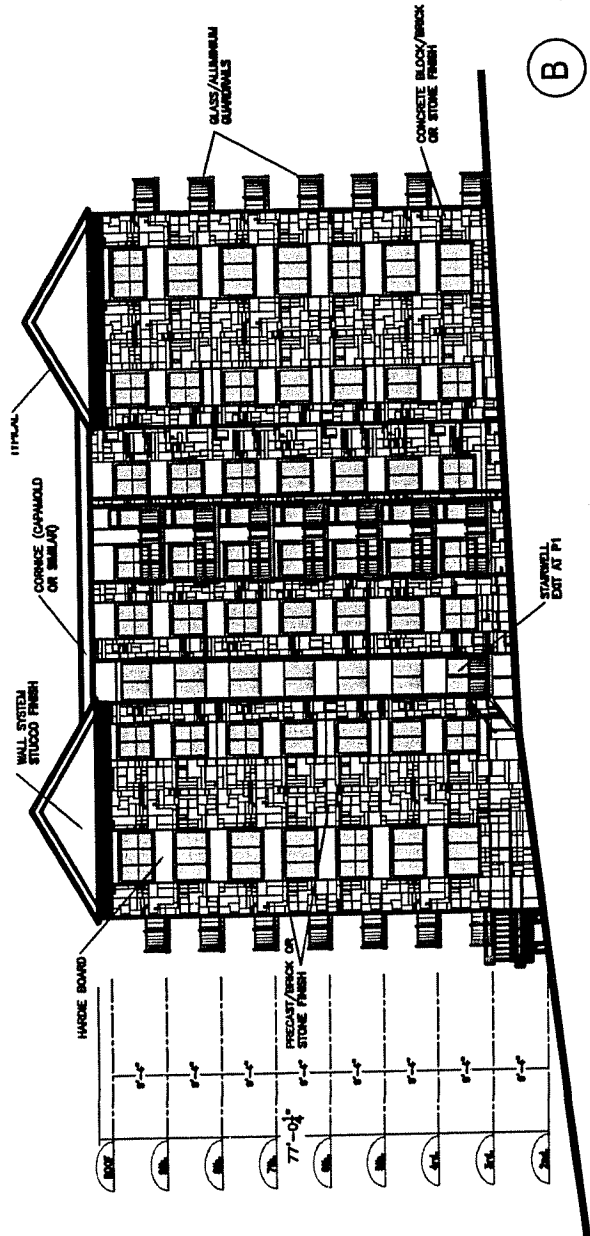
FARIS MILLER ARCHITECTS ENGINEERS PLANNERS 1000 W. 10th Street, Suite 1000 Denver, CO 80202 TEL: 303.733.1111 FAX: 303.733.1112 WWW.FARISMILLER.COM	
FAE ARCHITECTS 1700 W. 10th Street, Suite 1000 Denver, CO 80202 TEL: 303.733.1111 FAX: 303.733.1112 WWW.FAEARCHITECTS.COM	
PROJECT: FRONT ELEVATION	
SHEET: 2/25'-1" DATE: MAY 11, 2006	
SCALE: AS SHOWN	
DRAWN BY: [Name]	
CHECKED BY: [Name]	
PROJECT NO: 200502	
SHEET NO: A5	



(A) FRONT (NORTH) ELEVATION



(D) EAST ELEVATION



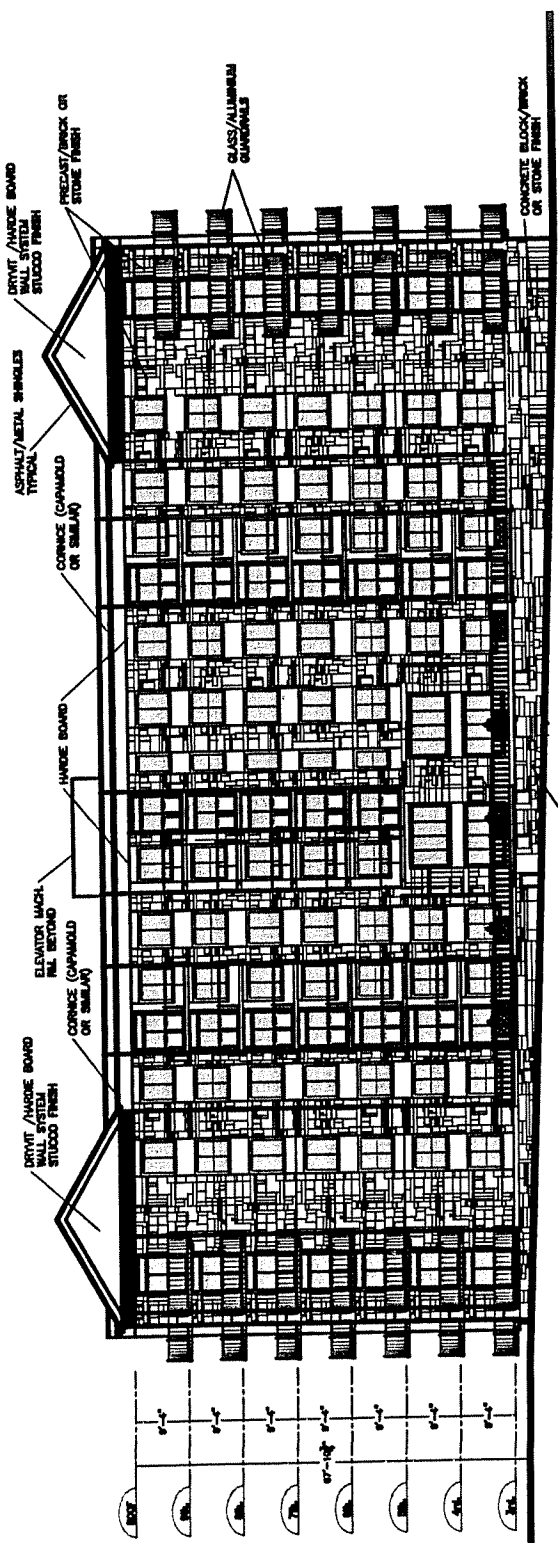
(B) WEST ELEVATION

NO.	DATE	DESCRIPTION	BY	CHKD
2	10/20/06	PHASE II STAGE II SUBM.		
1	06/20/06	PHASE II STAGE II SUBM.		
REVISIONS				

FARSHILLER
 ARCHITECTS | ENGINEERS | PLANNERS
 1000 W. 10th St. | Suite 1000
 Denver, CO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112
 WWW: FARSHILLER.COM

PROJECT: **EDGE ELEVATIONS**
 SHEET: **A6**
 DATE: **MAY 11, 2006**
 SCALE: **3/32"=1'**

00959-0024 SCHEDULE: P



(C) REAR ELEVATION

NO.	DATE	REVISIONS
1	NOV 08	PHASE II STAGE II SUBM.
2	NOV 08	PHASE II STAGE II SUBM.

HARVE MILLER
 ARCHITECTS | ENGINEERS | PLANNERS
 OFFICE OF ARCHITECTURE

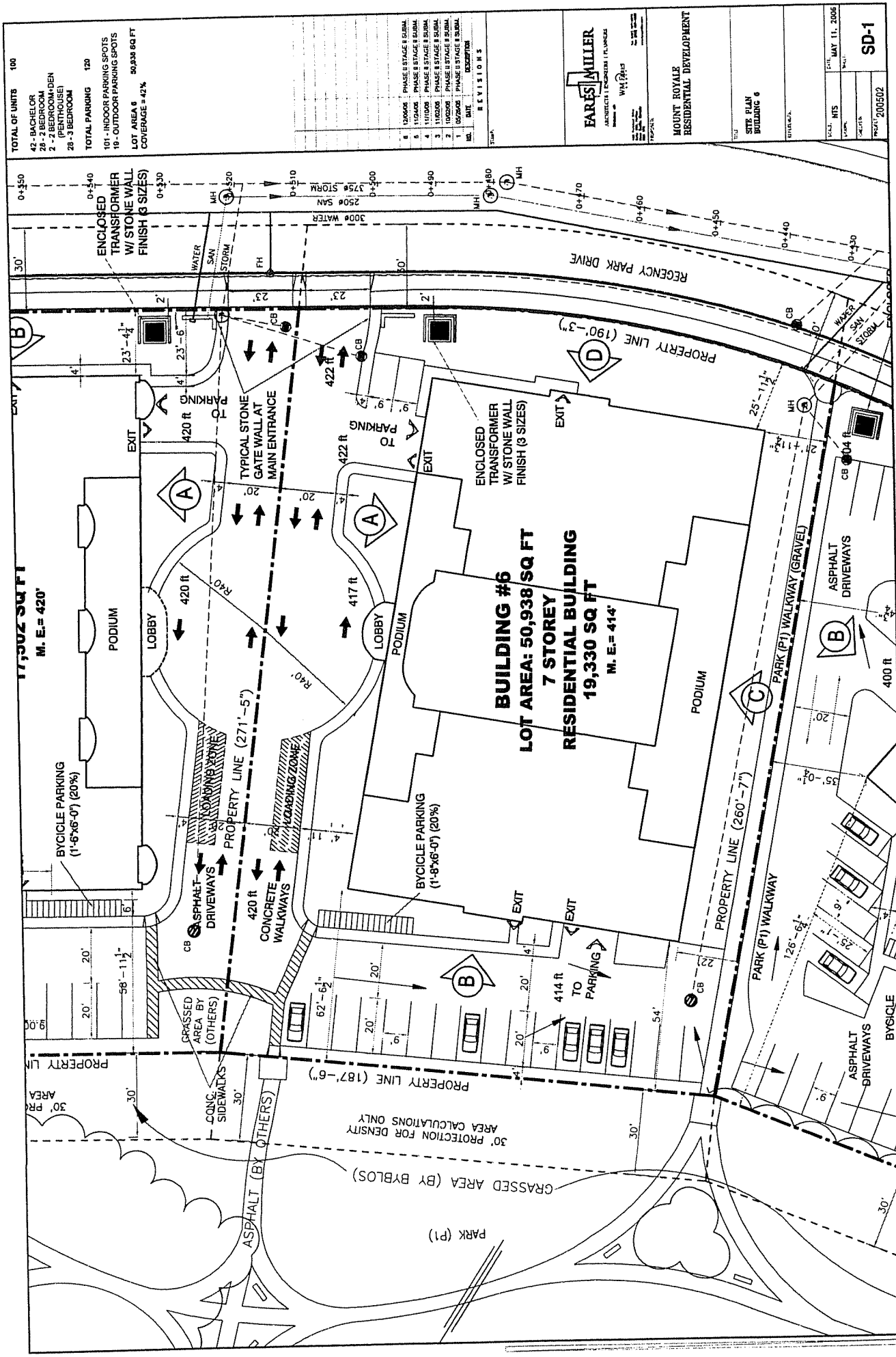
REAR ELEVATION

DATE: 3/22/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: 2005-02

A7

SCHEDULE: Q

00959 - 0025



TOTAL OF UNITS 100

42 - BACHELOR	100
10 - 1 BEDROOM	
2 - 2 BEDROOM + DEN (PENTHOUSE)	
28 - 3 BEDROOM	
TOTAL PARKING 120	
101 - INDOOR PARKING SPOTS	
19 - OUTDOOR PARKING SPOTS	
LOT AREA 6	50,938 SQ FT
COVERAGE = 42%	

REVISIONS

NO.	DATE	DESCRIPTION
1		ISSUE
2		PHASE II STAGE 8 SUBMITTAL
3		PHASE II STAGE 8 SUBMITTAL
4		PHASE II STAGE 8 SUBMITTAL
5		PHASE II STAGE 8 SUBMITTAL
6		PHASE II STAGE 8 SUBMITTAL
7		PHASE II STAGE 8 SUBMITTAL
8		PHASE II STAGE 8 SUBMITTAL

FARIS MILLER
ARCHITECTS & ENGINEERS P.L.L.C.

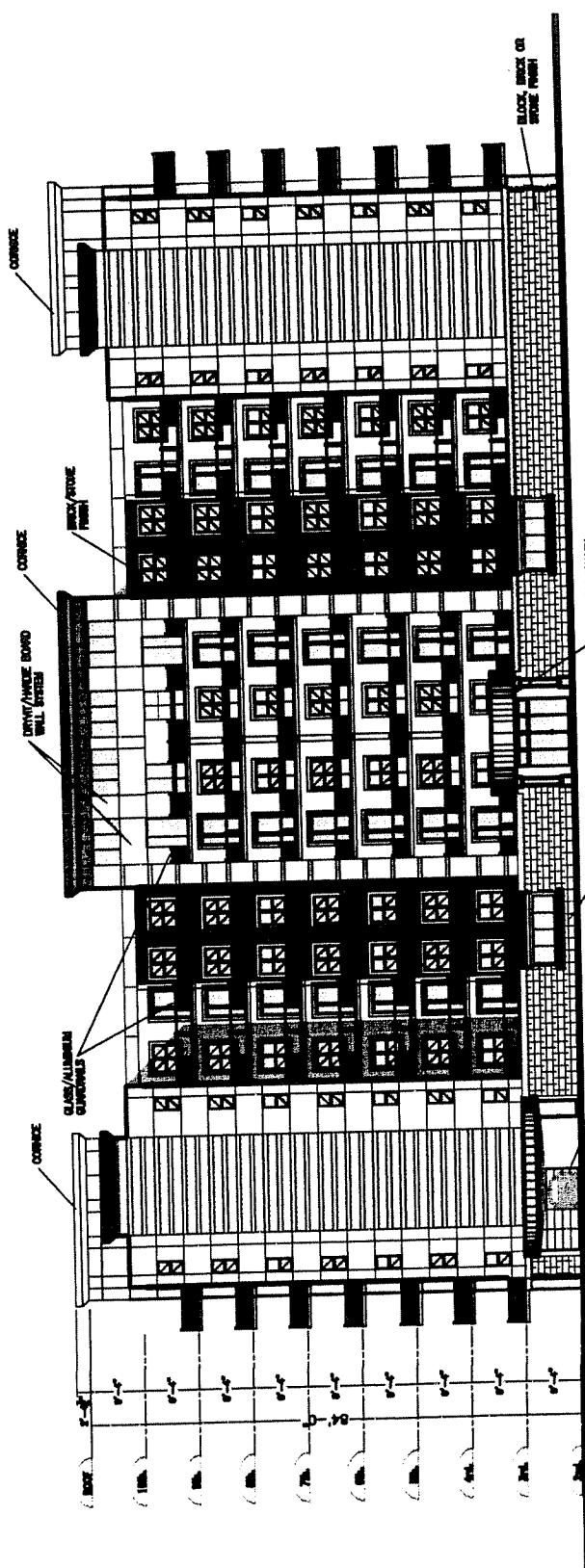
MOUNT ROYALE RESIDENTIAL DEVELOPMENT

SITE PLAN BUILDING 6

DATE: MAY 11, 2006
SCALE: 1/8" = 1'-0"

PROJECT: 200502
SHEET: SD-1

00959 - 0073 SCHEDULE: R



(A) FRONT (WEST) ELEVATION

NO.	DATE	DESCRIPTION
1	06/20/00	PHASE I STAGE II SUBM.
2	10/02/00	PHASE I STAGE II SUBM.

REVISIONS

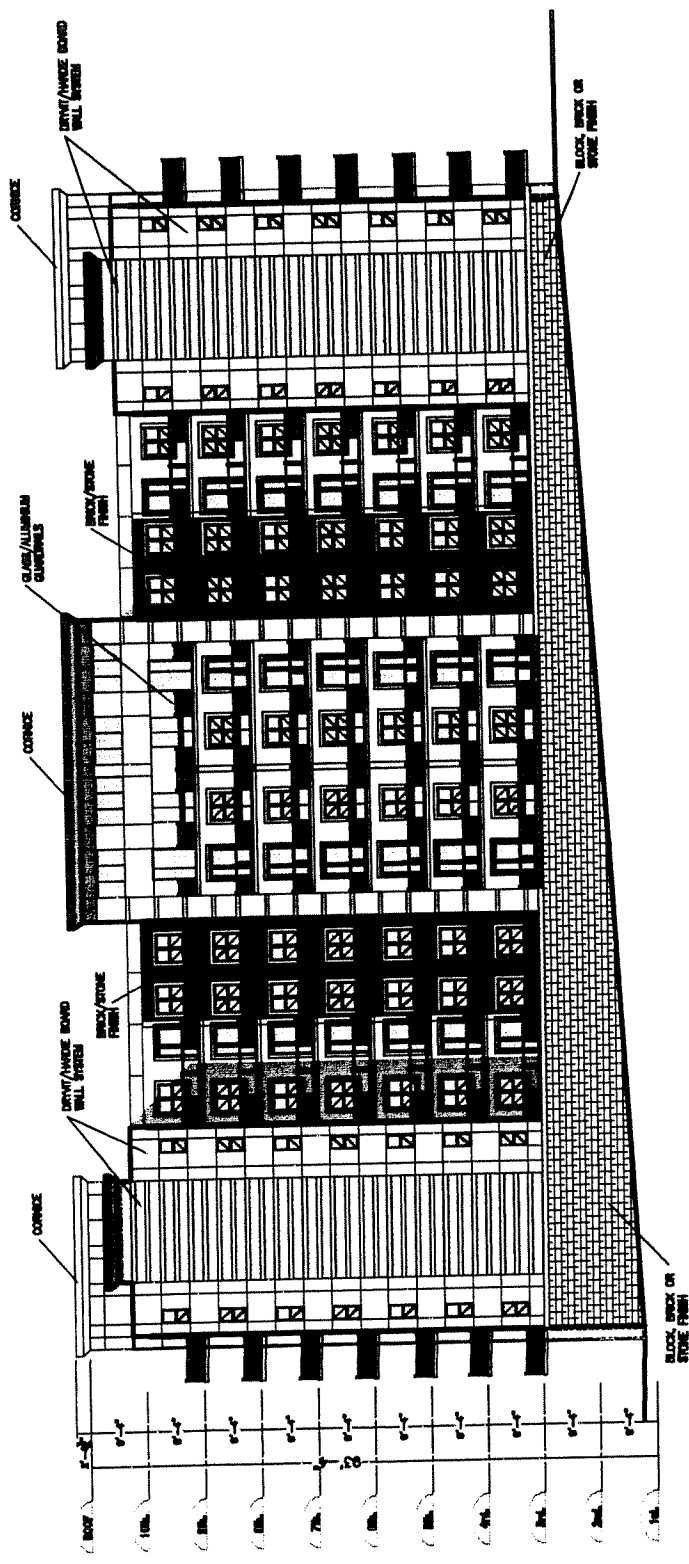
FARSHILLER
 ARCHITECTS/PLANNERS
 200 WEST
 WYOMING
 DENVER, CO 80202

FRONT ELEVATION

DATE: 07/27/01
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: 00959-0032

A6

00959 - 0032 SCHEDULE: S



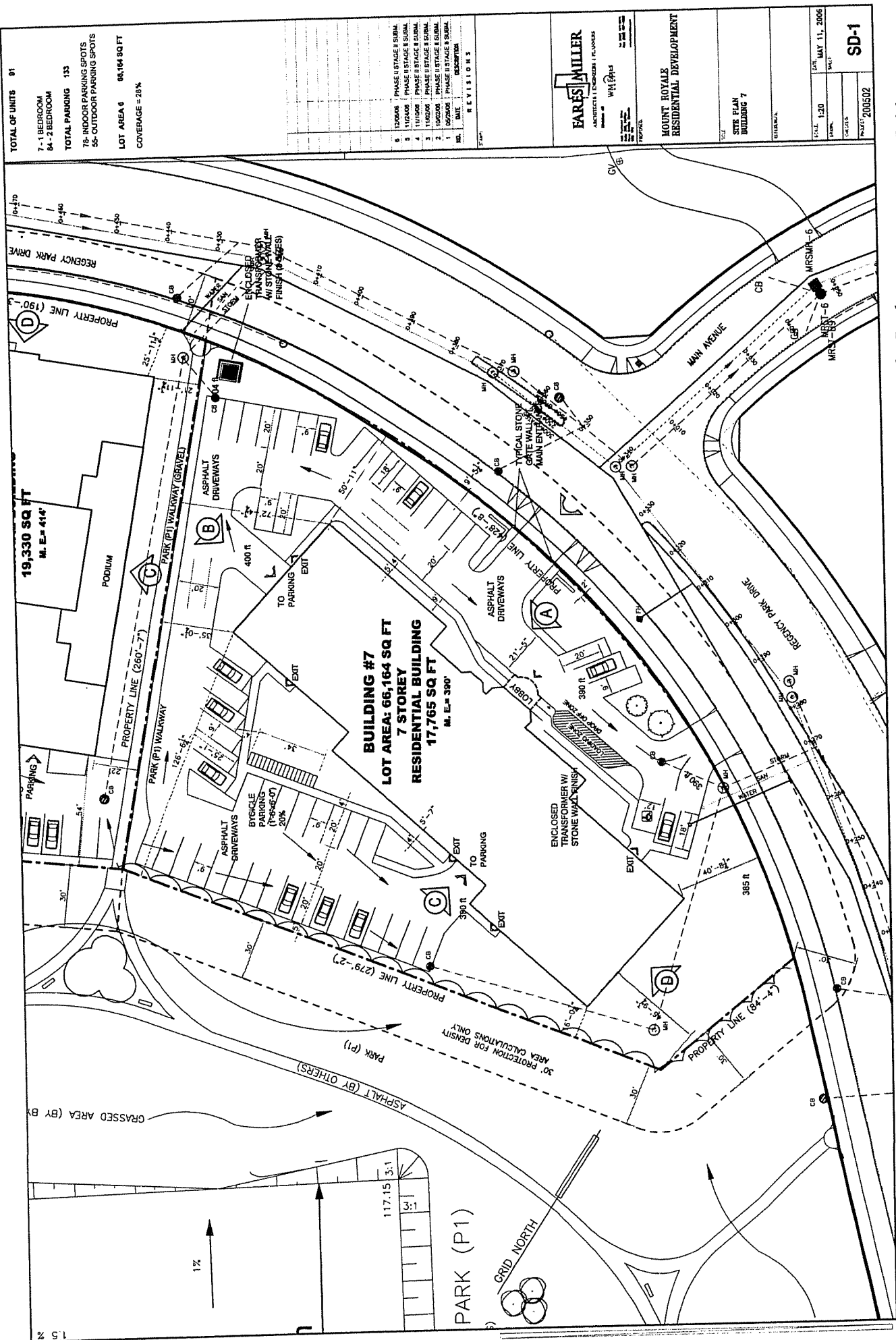
(C) REAR (EAST) ELEVATION

NO.	DATE	REVISIONS
1	05/20/06	PHASE II STAGE II SUBM.
2	10/02/06	PHASE II STAGE II SUBM.

PARSONS MILLER
ARCHITECTURAL PLANNERS
2000 W. WYOMING
DENVER, CO 80202
TEL: 303.733.1234
FAX: 303.733.1235

REAR ELEVATION

DATE: 9/20/07
SCALE: 1/8" = 1'-0"
PROJECT: 000502
SHEET: A8



TOTAL OF UNITS 81
 7-1 BEDROOM
 84-2 BEDROOM
 TOTAL PARKING 133
 78- INDOOR PARKING SPOTS
 55- OUTDOOR PARKING SPOTS
 LOT AREA 6 66,164 SQ FT
 COVERAGE = 25%

NO.	DATE	DESCRIPTION
1	10/20/06	PHASE 1 STAGE 1 SUBM.
2	11/10/06	PHASE 1 STAGE 2 SUBM.
3	11/10/06	PHASE 2 STAGE 1 SUBM.
4	11/10/06	PHASE 2 STAGE 2 SUBM.
5	11/10/06	PHASE 3 STAGE 1 SUBM.
6	11/10/06	PHASE 3 STAGE 2 SUBM.
7	11/10/06	PHASE 4 STAGE 1 SUBM.
8	11/10/06	PHASE 4 STAGE 2 SUBM.
9	11/10/06	PHASE 5 STAGE 1 SUBM.
10	11/10/06	PHASE 5 STAGE 2 SUBM.
11	11/10/06	PHASE 6 STAGE 1 SUBM.
12	11/10/06	PHASE 6 STAGE 2 SUBM.
13	11/10/06	PHASE 7 STAGE 1 SUBM.
14	11/10/06	PHASE 7 STAGE 2 SUBM.
15	11/10/06	PHASE 8 STAGE 1 SUBM.
16	11/10/06	PHASE 8 STAGE 2 SUBM.
17	11/10/06	PHASE 9 STAGE 1 SUBM.
18	11/10/06	PHASE 9 STAGE 2 SUBM.
19	11/10/06	PHASE 10 STAGE 1 SUBM.
20	11/10/06	PHASE 10 STAGE 2 SUBM.
21	11/10/06	PHASE 11 STAGE 1 SUBM.
22	11/10/06	PHASE 11 STAGE 2 SUBM.
23	11/10/06	PHASE 12 STAGE 1 SUBM.
24	11/10/06	PHASE 12 STAGE 2 SUBM.
25	11/10/06	PHASE 13 STAGE 1 SUBM.
26	11/10/06	PHASE 13 STAGE 2 SUBM.
27	11/10/06	PHASE 14 STAGE 1 SUBM.
28	11/10/06	PHASE 14 STAGE 2 SUBM.
29	11/10/06	PHASE 15 STAGE 1 SUBM.
30	11/10/06	PHASE 15 STAGE 2 SUBM.

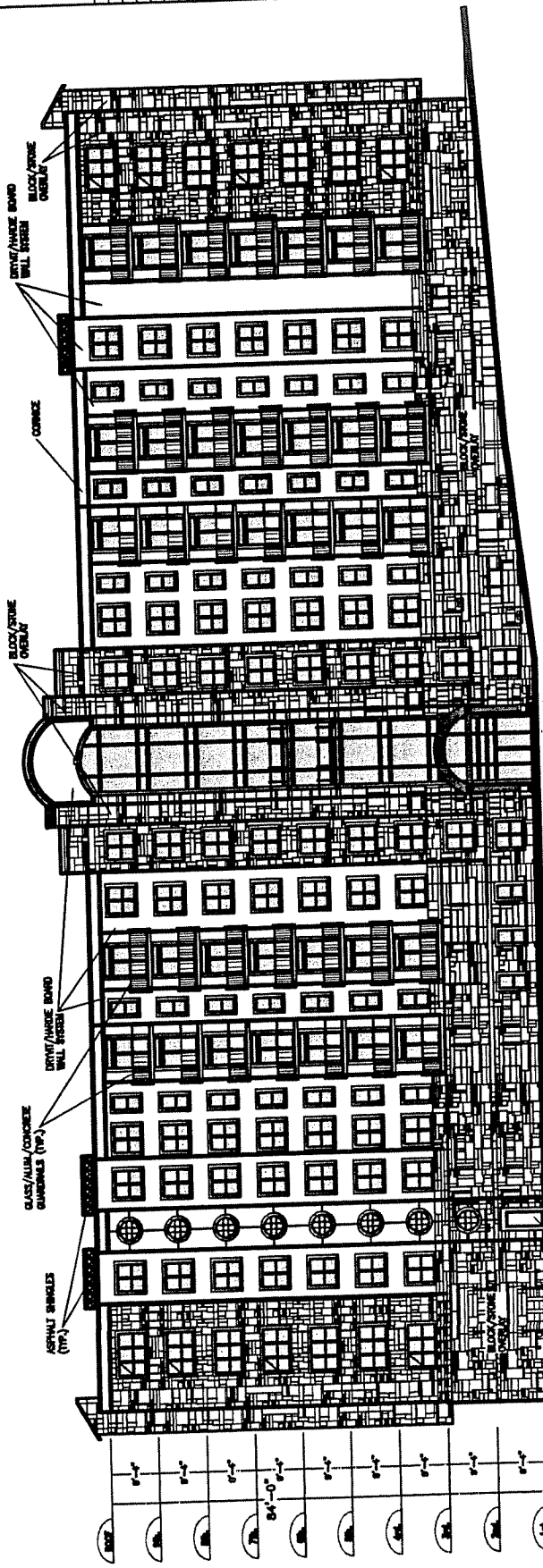
FARIS MILLER
 ARCHITECTS & ENGINEERS & PLANNERS
 1000 W. WYOMING ST. SUITE 1000
 DENVER, CO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112
 WWW.FARISMILLER.COM

MOUNT ROYALE RESIDENTIAL DEVELOPMENT

SITE PLAN BUILDING 7

DATE: MAY 11, 2006
 SCALE: 1/20
 SHEET: SD-1
 PROJECT: 200502

00959-0074 SCHEDULE: V



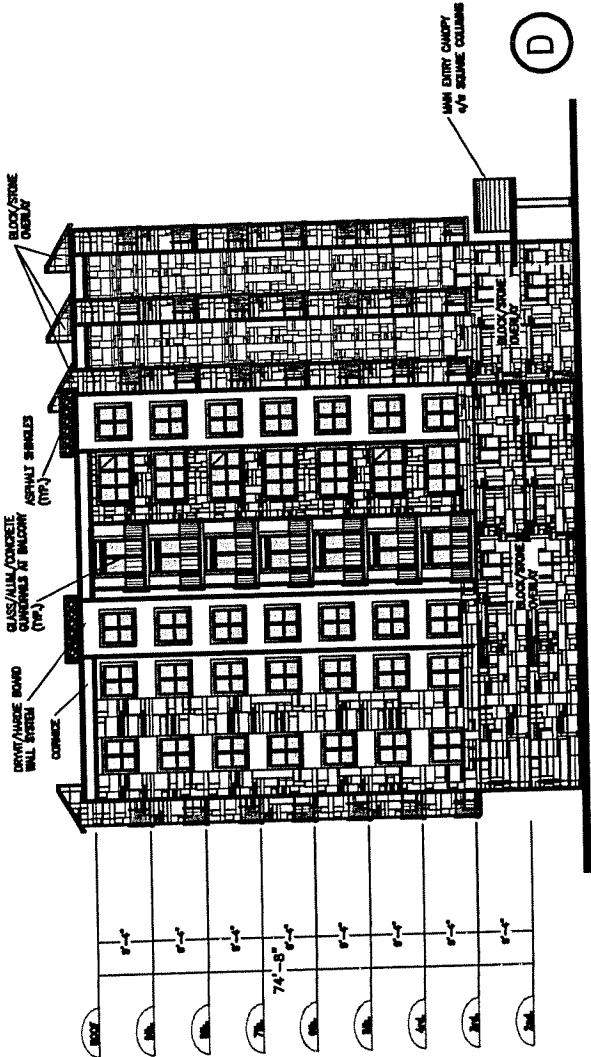
(A) FRONT (NORTH) ELEVATION

REVISIONS	
2	ISSUED PHASE II STAGE 1 SUBMITTAL
1	ISSUED PHASE II STAGE 1 SUBMITTAL
0	ISSUED PHASE II STAGE 1 SUBMITTAL

BARSH MILLER
 ARCHITECTS (INCORPORATED) / PLANNERS
 1000 W. 10TH AVENUE
 SUITE 200
 DENVER, CO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112
 WWW: WWW.BARSHMILLER.COM

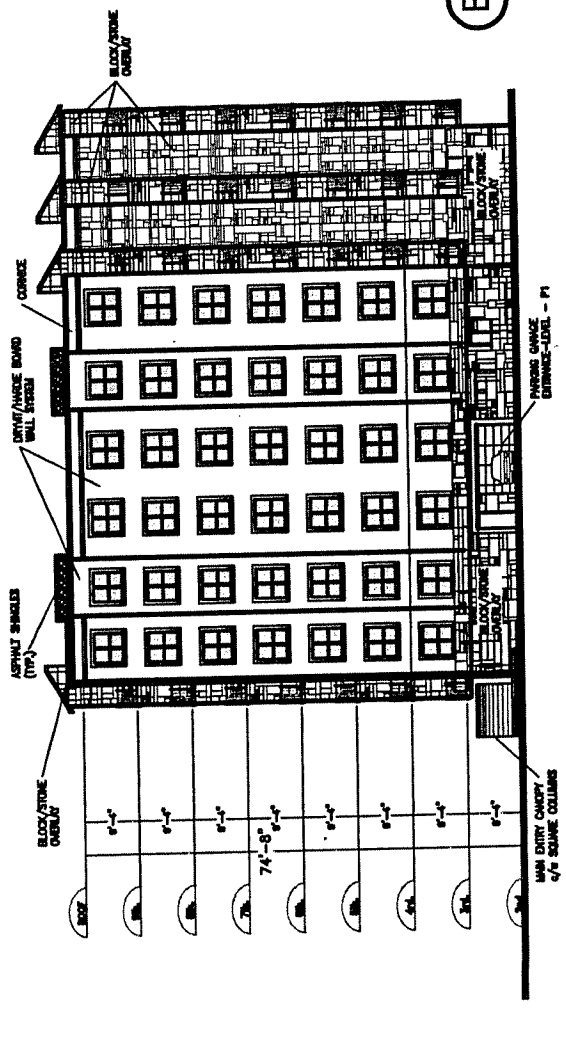
PROJECT: FRONT ELEVATION
 SHEET: FRONT ELEVATION
 DATE: 01/11/2005

DATE: 3/28/01	BY: JAY L. 2005
CHECKED: JAY L. 2005	DATE: 11/11/2005
PROJECT NO.: 2005502	SHEET NO.: A6



EAST ELEVATION

(D)



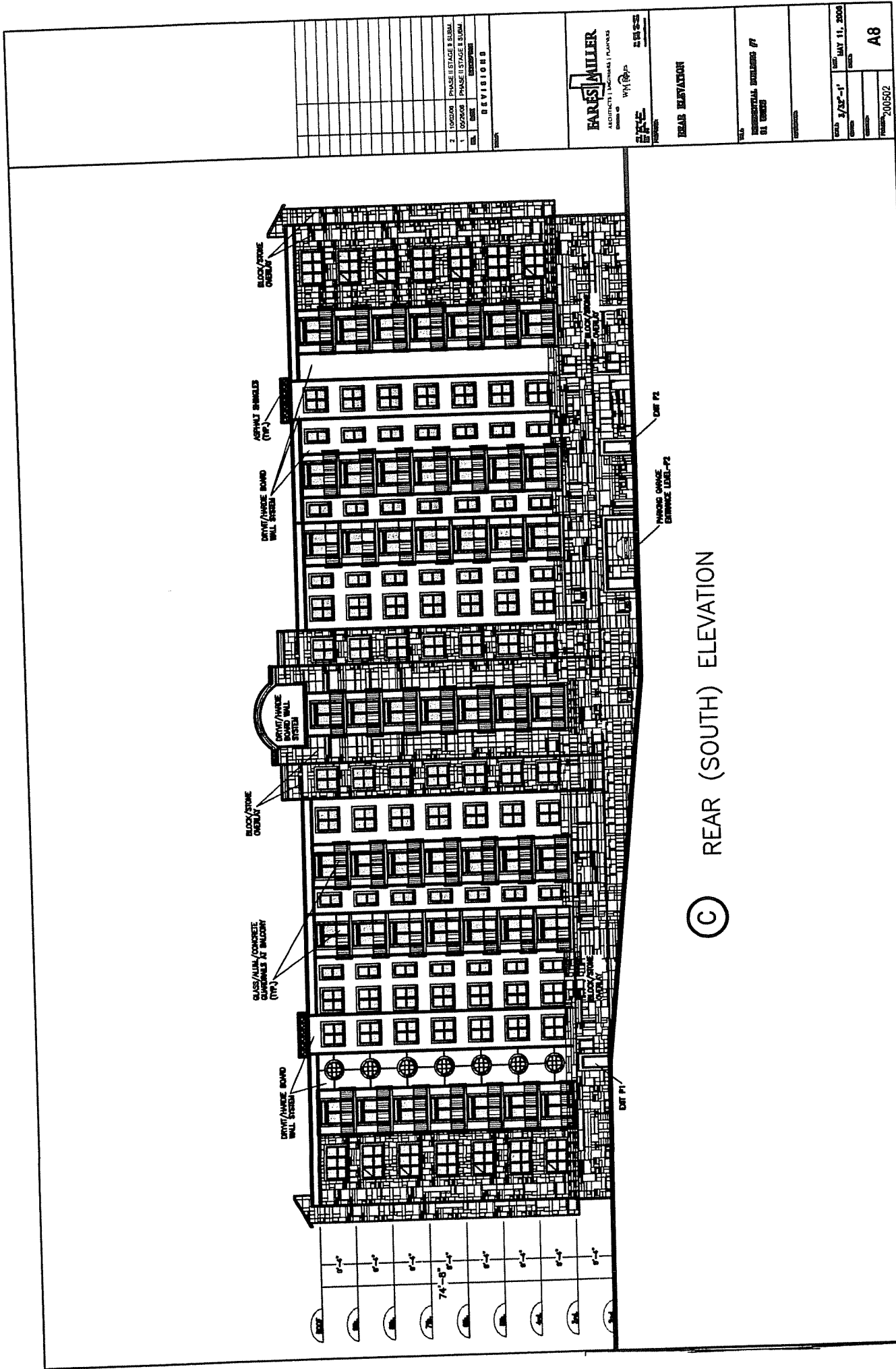
WEST ELEVATION

(B)

<p>FARES MILLER ARCHITECTS INTERIORS PLANNERS MEMBER OF SPACE PERFORMANCE</p>		<p>DATE: 3/28/17 SCALE: 1/8" = 1'-0" PROJECT: 200502</p>
<p>NO. 2 DESCRIPTION: PHASE 1 STAGE 1 SERIAL</p>	<p>NO. 1 DESCRIPTION: PHASE 1 STAGE 1 SERIAL</p>	<p>DATE: MAY 11, 2008 SCALE: 1/8" = 1'-0" PROJECT: 200502</p>
<p>REVISIONS</p>		
<p>DATE: MAY 11, 2008 SCALE: 1/8" = 1'-0" PROJECT: 200502</p>		
<p>A7</p>		

00959-0042

SCHEDULE: X



© REAR (SOUTH) ELEVATION

NO.	DATE	REVISIONS
1	10/20/00	PHASE II STAGE 2 SUB
2	10/20/00	PHASE II STAGE 2 SUB

HARRIS MILLER
 ARCHITECTS (INCORPORATED) PLANNERS
 1000 W. 10TH AVENUE
 DENVER, CO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112

REAR ELEVATION

DATE: 3/22/01
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: 200502

SCALE: 1/8" = 1'-0"

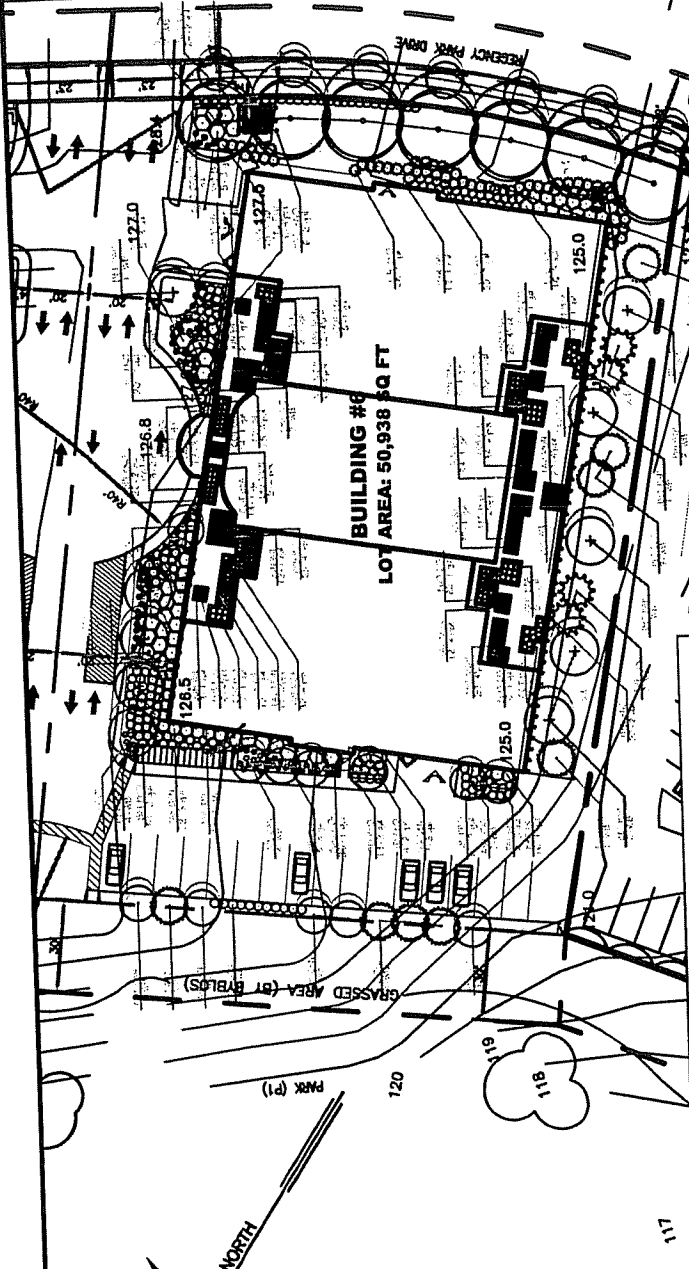
DATE: MAY 11, 2000

A8

00959 - 0043 SCHEDULE: Y

Planting Notes

- All plant locations shown are approximate. All plant locations to be placed in the field. Plant quantities set out in Plant List.
- All plants to conform to the most recent edition of the Metric Guide Specifications for Nursery Stock, 8th edition.
- All adjacent surfaces flush unless otherwise noted.
- Sod all disturbed areas with nursery sod from an approved source. Provide at least 13mm topsoil compared to 6mm. Water on all areas immediately after placing, and maintain in a damp condition until established.
- Minimum grade on all landscape areas 2% to drain; maximum slope 30%.
- All trees, shrubs and vines to be in burl containers with 75mm diameter approved topsoil. Place plants at proper elevation, and in tree vertical position. Trees may be staked at contractor's discretion, but any staking system used must be approved in writing by the landscape architect. The staking must be removed by the contractor at end of the warranty period.
- All work to be performed by skilled personnel, experienced in their trade.
- Contractor is responsible for guaranteeing and replacement plants for a period of two years from date of planting.
- Contractor to remove all debris from the worksite daily, and leave the site in a clean condition at the conclusion of the project.
- Black Stacks: Melvin MBR200 items aluminum and galvanized steel finish set in concrete.

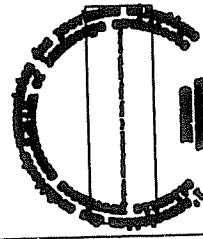


PLANT SCHEDULE

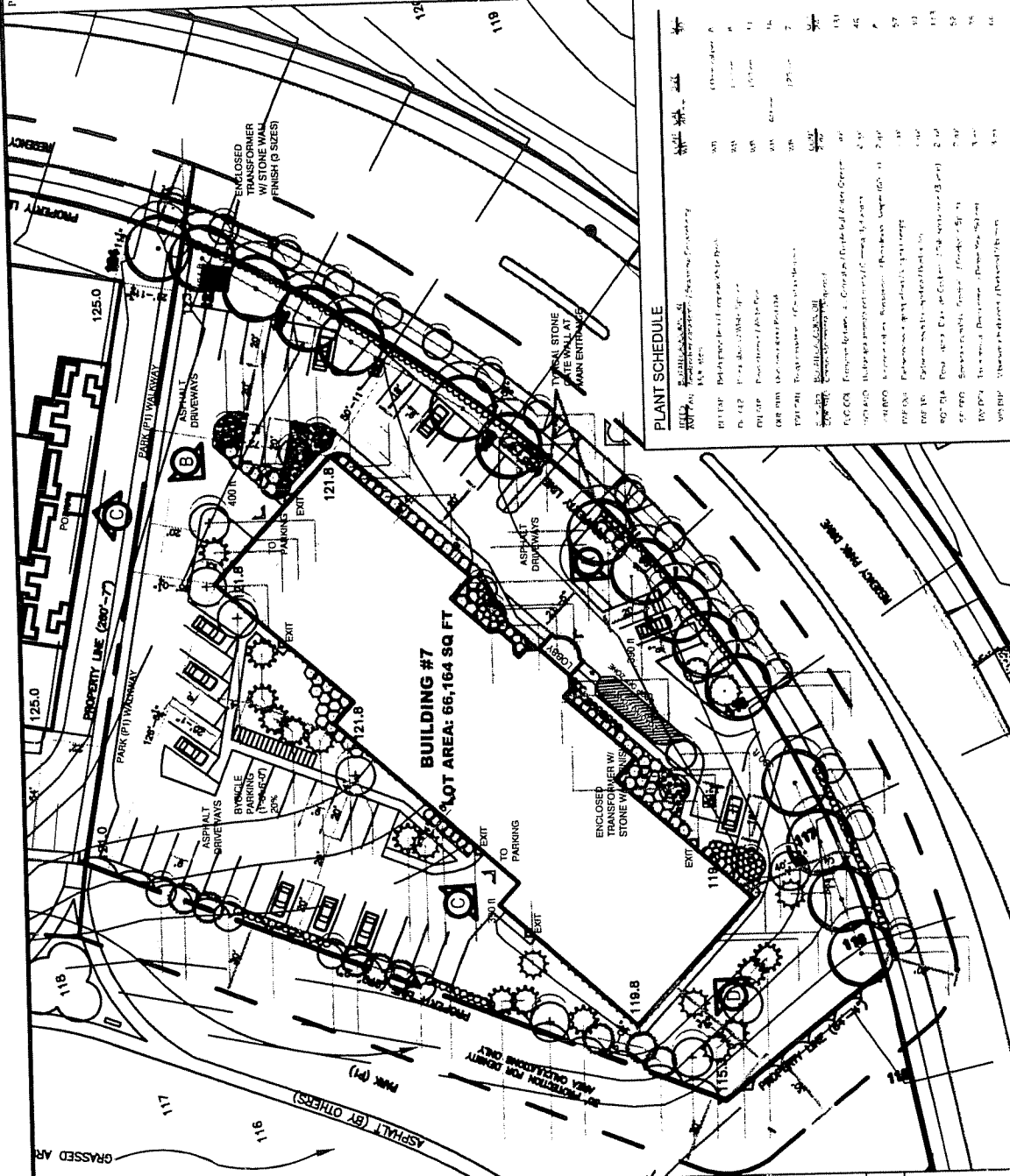
SYMBOL	SYMBOL DESCRIPTION	QUANTITY	SIZE	SCALE	DATE
WB	WIDE LEAF	10	Column cypress	10	2/1
WB	Bottle myrtle / European White Birch	0	150 cm	0	
WB	Ficus glabra / White Spruce	4	150 cm	4	
WB	Ficus sibirica / White Fir	7	60 cm	7	
WB	Quercus robur / Red Oak	37	60 cm	37	
WB	Quercus pedunculata / Swamp White Oak	37	60 cm	37	
WB	Quercus prinus / Swamp Chestnut Oak	37	60 cm	37	
WB	Quercus macrocarpa / Bur Oak	37	60 cm	37	
WB	Quercus bicolor / White Oak	37	60 cm	37	
WB	Quercus alba / White Oak	37	60 cm	37	
WB	Quercus prinus / Swamp Chestnut Oak	37	60 cm	37	
WB	Quercus macrocarpa / Bur Oak	37	60 cm	37	
WB	Quercus bicolor / White Oak	37	60 cm	37	
WB	Quercus alba / White Oak	37	60 cm	37	
WB	Quercus prinus / Swamp Chestnut Oak	37	60 cm	37	
WB	Quercus macrocarpa / Bur Oak	37	60 cm	37	
WB	Quercus bicolor / White Oak	37	60 cm	37	
WB	Quercus alba / White Oak	37	60 cm	37	
WB	Quercus prinus / Swamp Chestnut Oak	37	60 cm	37	
WB	Quercus macrocarpa / Bur Oak	37	60 cm	37	
WB	Quercus bicolor / White Oak	37	60 cm	37	
WB	Quercus alba / White Oak	37	60 cm	37	
WB	Quercus prinus / Swamp Chestnut Oak	37	60 cm	37	
WB	Quercus macrocarpa / Bur Oak	37	60 cm	37	
WB	Quercus bicolor / White Oak	37	60 cm	37	
WB	Quercus alba / White Oak	37	60 cm	37	
WB	Quercus prinus / Swamp Chestnut Oak	37	60 cm	37	
WB	Quercus macrocarpa / Bur Oak	37	60 cm	37	
WB	Quercus bicolor / White Oak	37	60 cm	37	
WB	Quercus alba / White Oak	37	60 cm	37	
WB	Quercus prinus / Swamp Chestnut Oak	37	60 cm	37	
WB	Quercus macrocarpa / Bur Oak	37	60 cm	37	
WB	Quercus bicolor / White Oak	37	60 cm	37	
WB	Quercus alba / White Oak	37	60 cm	37	
WB	Quercus prinus / Swamp Chestnut Oak	37	60 cm	37	
WB	Quercus macrocarpa / Bur Oak	37	60 cm	37	
WB	Quercus bicolor / White Oak	37	60 cm	37	
WB	Quercus alba / White Oak	37	60 cm	37	
WB	Quercus prinus / Swamp Chestnut Oak	37	60 cm	37	
WB	Quercus macrocarpa / Bur Oak	37	60 cm	37	
WB	Quercus bicolor / White Oak	37	60 cm	37	
WB	Quercus alba / White Oak	37	60 cm	37	
WB	Quercus prinus / Swamp Chestnut Oak	37	60 cm	37	
WB	Quercus macrocarpa / Bur Oak	37	60 cm	37	
WB	Quercus bicolor / White Oak	37	60 cm	37	
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WB	Quercus macrocarpa / Bur Oak	37	60 cm	37	
WB	Quercus bicolor / White Oak	37	60 cm	37	
WB	Quercus alba / White Oak	37	60 cm		

Planting Notes

- All plant locations shown are approximate. Actual locations to be determined by the landscape architect in the field. Plant quantities set out in Plant List.
- All plants to conform to the most recent editions of the Native Plant Specifications for Nursery Stock, 8th edition.
- All adjacent surfaces flush unless otherwise noted.
- Soil all disturbed areas with nursery sod from an approved source. Provide at least 150mm topsoil compacted to 85% SPT on all areas to receive sod. Water sod immediately after placing, and maintain in a damp condition until established.
- Minimum grade on all landscape areas 2% to drain, maximum slope 30%.
- All trees, shrubs and vines in beds complete with 75mm deep shredded bark mulch over 400mm approved topsoil. Place plants at proper elevation, and in true vertical position. Trees may be staked at contractor's discretion, but any staking system used must be approved in writing by the landscape architect. Staking must be removed by the contractor at end of the warranty period.
- All work to be performed by skilled personnel, experienced in their trade.
- Contractor is responsible for guarantee and maintenance of all plant material and replacement plants for a period of two years from date of planting.
- Contractor to remove all debris from the worksite daily, and condition at the conclusion of the project.

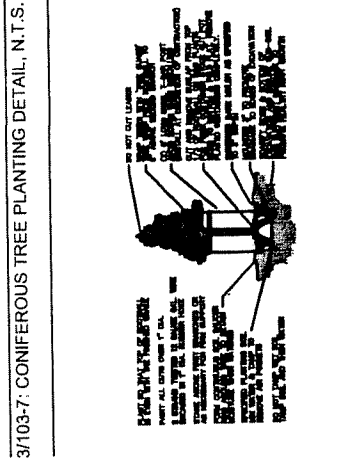
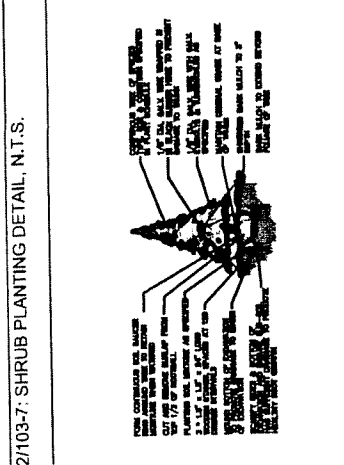
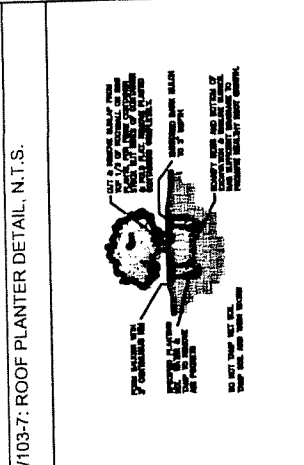
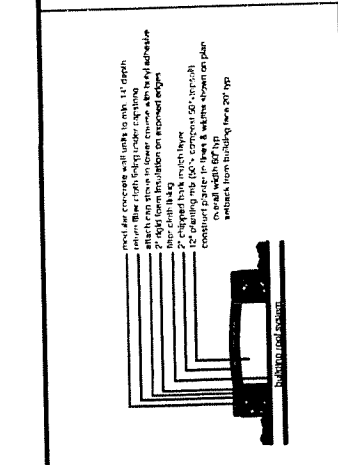


PROJECT NO.	200502	DWG. NO.	103-7
SCALE:	1" = 40'-0"	DATE:	November 2006



PLANT SCHEDULE

PLANT	QUANTITY	NOTES
PL 101 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 102 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 103 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 104 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 105 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 106 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 107 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 108 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 109 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 110 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 111 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 112 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 113 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 114 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 115 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 116 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 117 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 118 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 119 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.
PL 120 - 10' x 10' x 10' (10' x 10' x 10')	200	Plant to be installed in the parking area.



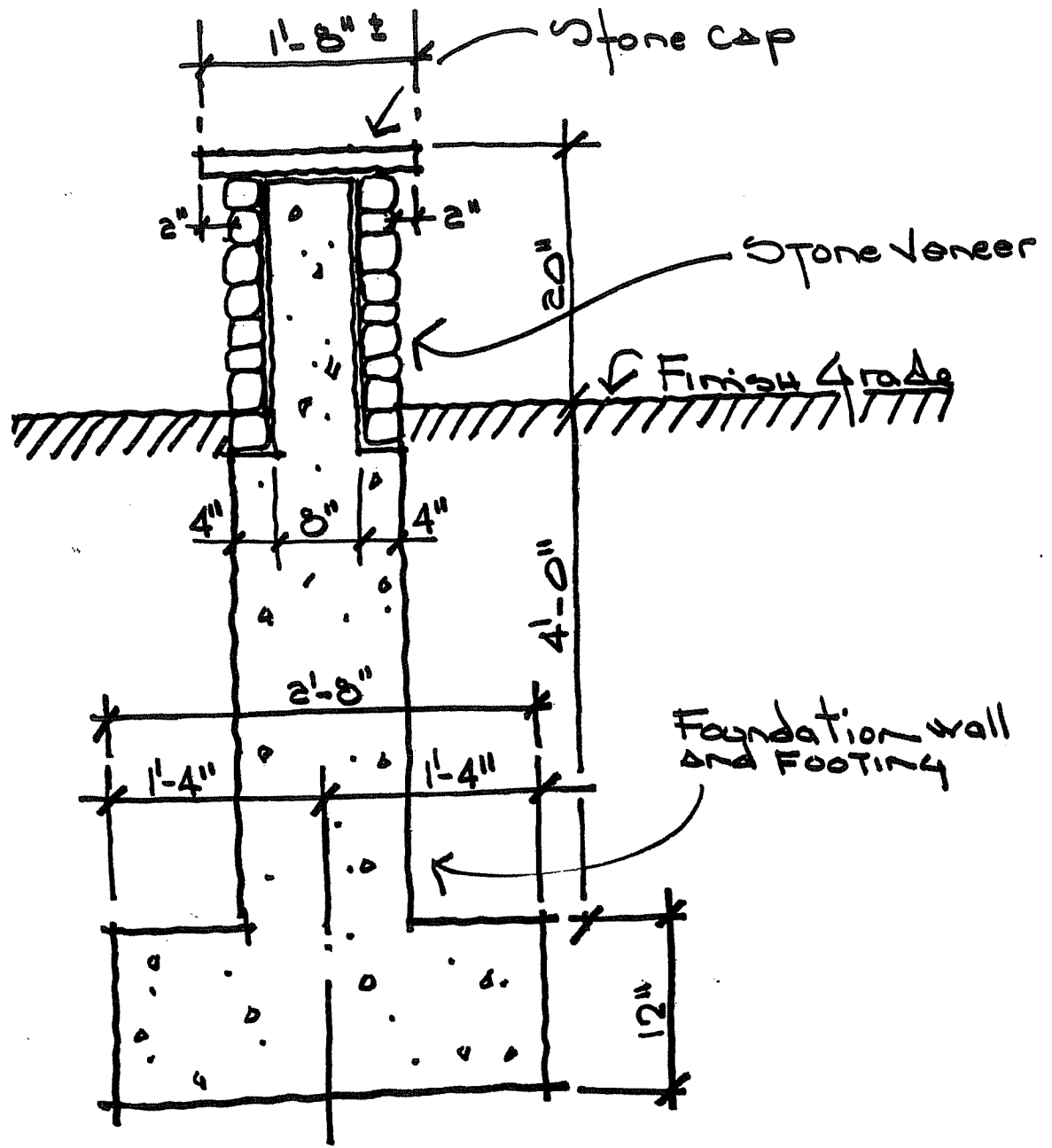
PROJECT MOUNT ROYALE
Residential Development

DRAWING Planting Plan Building 7

PROJECT NO. 200502
SCALE: 1" = 40'-0"
DATE: November 2006

DWG. NO. 103-7

00959 - 0077 SCHEDULE: BB



Typical
Section thru lower end of Gate wall
Mount Royale Residential Development

BUILDING 5
AS PER BYLAWS
(SEE NOTES BELOW)

November 24, 2006

PROPOSED 82 UNIT CONDOMINIUM BUILDING
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.	50,813 SQ.FT.	YES	
33(1)(d)	MINIMUM LOT FRONTAGE	MIN. 60.0'	211.18'	YES	
N/A	MAXIMUM LOT COVERAGE	N.A. (SEE ANGLE CONTROLS)	39%	N/A	N/A
33(3)	MAXIMUM HEIGHT	N.A. (SEE ANGLE CONTROLS)	84' (2)	NO	
DENSITY CALCULATIONS:					
34(1)			82 UNITS		
		LOT AREA = 50,813 SQ.FT.	ONE BEDROOM UNITS: (5x2P) = 10P		
	(211.18'x30)	STREET FRONTAGE = 6,335.4 SQ.FT.	TWO BEDROOM UNITS (77x2.25P) = 173.25 P		
	(62x30)	OPEN SPACE = 4,860 SQ.FT.			
		= 62,008 SQ.FT.			
		TOTAL LOT AREA = 1,423 ACRES			
		DENSITY ALLOWED: 75P= P	PROJECT DENSITY = 183.25 P		NO
		1.423 ACRESx75P= 106.7 P			
BUILDING SETBACK DIMENSIONS:					
33(2)(a)(b)	FRONT (NORTH-EAST)	20.0' OR (10.0' WITHIN 80° ANGLE)	58.95'-29.16'	YES	
33(2)(a)(b)	REAR (SOUTH-WEST)	10.0'	26.75'-26.75'	YES	
33(2)(a)(b)	SOUTH-EAST	10.0'	59.65'-58.95'	YES	
33(2)(a)(b)	NORTH-WEST	10.0'	23.35'-23.35'	YES	
60° ANGLE CONTROLS:					
33(3)(a)(i)	FRONT (NORTH-EAST)				NO
33(3)	REAR (SOUTH-WEST)				NO
33(3)	SOUTH-EAST			YES	
33(3)	NORTH-WEST			YES	
BALCONY & CANOPY SETBACK DIMENSIONS:					
33(5)(a)	FRONT (NORTH-EAST)	10.0'		YES	
33(5)(a)	REAR (SOUTH-WEST)	10.0'		YES	
33(5)(a)	SOUTH-EAST	10.0'		YES	
33(5)(a)	NORTH-WEST	10.0'		YES	
33(5)(b)	CANOPY SETBACK	5.0'		YES	
LANDSCAPED OPEN SPACE:					
34(2)(b)			LOT AREA = 50,813 SQ.FT.		
			-BUILDING AREA = 19,842 S.F.		
			-PAVED AREA = 11,898 S.F.		
			= 31,740 S.F.		
			(PODIUM) 2,339 + 19,073 S.F.		
		LANDSCAPED OPEN SPACE REQUIRED	LANDSCAPED OPEN SPACE PROVIDED = 21,412 S.F.		NO
		(80% OF 45,650 S.F. = 36,520 S.F.)			
OPEN SPACE:					
34(2)(a)	ONE BEDROOM UNIT (275 S.F.)	ONE BEDRM. UNITS= 5x275 = 1,375 S.F.	LANDSCAPED AREA = 21,412 S.F.		
	TWO BEDROOM UNIT (575 S.F.)	TWO BEDRM. UNITS=77x575 = 44,275 S.F.	+ BALCONIES AREA = 7,413 S.F.		
		OPEN SPACE REQUIRED = 45,650 S.F.	= OPEN SPACE PROVIDED = 28,825 S.F.		NO
PARKING REQUIREMENTS & RESTRICTIONS:					
			SPACES WITHIN U/G GARAGE = 86 SPACES		
			SPACES OUTSIDE = 15 SPACES		
9(a)(ii)	PARKING SPACES REQUIRED	1-9'x20' SPACE PER UNIT = 82 SPACES	TOTAL PARKING PROVIDED = 101 SPACES	YES	
			1.25' SPACE PER UNIT		

NOTES:

- (1) TABLE & CALCULATIONS AS PRESENTED TO HRM FOR DEVELOPMENT AGREEMENT
- (2) 7 RESIDENTIAL LEVELS AND 2 PARKING LEVELS (FINISHED GRADE VARIES).
- (3) CHART AS PER R-4 ZONING BYLAWS.

00959-0081

BUILDING 6 AS PER BYLAWS (SEE NOTES BELOW)

November 24, 2006

PROPOSED 100 UNIT APARTMENT BUILDING HALIFAX, N.S. HALIFAX REGIONAL MUNICIPALITY BYLAW CONFORMANCE CHART				MAINLAND, R-4 ZONE	
LAND USE BYLAW APPLICATION:					
BYLAW	DESCRIPTION	REQUIRED	PROVIDED	COMPLY	
33(1)(a)	MINIMUM LOT AREA REQ'D.	6,000 SQ.FT.	49,543.23 SQ.FT.	YES	
33(1)(a)	MINIMUM LOT FRONTAGE	MIN. 60.0'	184'	YES	
N/A	MAXIMUM LOT COVERAGE	N.A. (SEE ANGLE CONTROLS)	42%	N/A	N/A
33(3)	MAXIMUM HEIGHT	N.A. (SEE ANGLE CONTROLS)	84'(2)	NO	
DENSITY CALCULATIONS:					
34(1)		LOT AREA = 49,543.23 SQ.FT.	100 UNITS		
	(184'x30)	STREET FRONTAGE AREA = 5,520 SQ.FT.	BACHELOR UNITS: (42 x 1P) = 42 P		
	(187.5Px30)	OPEN SPACE = 5,625 SQ.FT.	TWO BEDROOM UNITS: (30 x 2.25P) = 67.5 PP		
		TOTAL LOT AREA = 1.390 ACRES	THREE BEDROOM UNITS (28 x 2.25P) = 63		
		DENSITY ALLOWED: 1.39 ACREx75P= P	PROJECT DENSITY = 172.5 P		NO
		1.390 ACRESx75P= 104.25 P			
BUILDING SETBACK DIMENSIONS:					
33(2)(a)(b)	FRONT (SOUTH-WEST)	20.0' OR (10.0' WITHIN 80° ANGLE)	36.95' - 37.78'	YES	
33(2)(a)(b)	REAR (NORTH-EAST)	10.0'	23.90' - 23.90'	YES	
33(2)(a)(b)	SOUTH EAST	10.0'	54.00' - 62.55'	YES	
33(2)(a)(b)	NORTH WEST	10.0'	26.19' - 25.96'	YES	
60° ANGLE CONTROLS:					
33(3)(a)(1)	FRONT (SOUTH-WEST)				NO
33(2)	REAR (NORTH-EAST)			YES	
33(2)	SOUTH EAST			YES	
33(2)	NORTH WEST				
BALCONY & CANOPY SETBACK DIMENSIONS:					
33(5)(a)	FRONT (SOUTH-WEST)	10.0'		YES	
33(5)(a)	REAR (NORTH EAST)	10.0'		YES	
33(5)(a)	SOUTH EAST	10.0'		YES	
33(5)(a)	NORTH WEST	10.0'		YES	
33(5)(b)	CANOPY SETBACK	5.0'		YES	
LANDSCAPED OPEN SPACE:					
34(2)(b)		LOT AREA = 49,543 SQ.FT.			
		-BUILDING AREA = 21,040 S.F.			
		-PAVED AREA = 12,406 S.F.			
			= 33,446 S.F.		
		LANDSCAPED OPEN SPACE REQUIRED = 40,120 S.F.	LANDSCAPED OPEN SPACE PROVIDED = 17,807 S.F.		NO
OPEN SPACE:					
34(2)(2)	BACHELOR UNIT (150 S.F.)	BACHELOR UNITS= 42x150 = 6300 S.F.			
34(2)(2)	TWO BEDROOM UNIT (575 S.F.)	TWO BEDRM. UNITS= 30x575 = 17,250 S.F.	LANDSCAPED AREA = 17,807 S.F.		
34(2)(2)	THREE BEDROOM UNIT (950 S.F.)	THREE BEDRM. UNITS= 28x950 = 26,600 S.F.	+ BALCONIES AREA = 10,988 S.F.		
		OPEN SPACE REQUIRED = 50,150 S.F.	= OPEN SPACE PROVIDED = 28,795 S.F.		NO
PARKING REQUIREMENTS & RESTRICTIONS:					
			SPACES WITHIN U/G GARAGE = 101 SPACES		
			SPACES OUTSIDE = 19 SPACES		
9(a)(ii)	PARKING SPACES REQUIRED	1-9'x20' SPACE PER UNIT = 100 SPACES	TOTAL PARKING PROVIDED = 120 SPACES	YES	
			1.20 SPACE PER UNIT		

NOTES:

- (1) TABLE & CALCULATIONS AS PRESENTED TO HRM FOR DEVELOPMENT AGREEMENT
- (2) 7 RESIDENTIAL LEVELS, 1 PENTHOUSE LEVEL AND 2 PARKING LEVELS (FINISHED GRADE VARIES).
- (3) CHART AS PER R-4 ZONING BYLAWS.

00959-0082

**BUILDING 7
AS PER BYLAWS
(SEE NOTES BELOW)**

November 24, 2006

PROPOSED 91 UNIT CONDOMINIUM BUILDING HALIFAX, N.S. HALIFAX REGIONAL MUNICIPALITY BYLAW CONFORMANCE CHART			
LAND USE BYLAW APPLICATION:			MAINLAND, R-4 ZONE
BYLAW	DESCRIPTION	REQUIRED	PROVIDED
33(1)(a)	MINIMUM LOT AREA REQ'D.	6,000 SQ.FT.	63,588.14 SQ.FT.
33(1)(a)	MINIMUM LOT FRONTAGE	MIN. 60.0'	366.58'
N/A	MAXIMUM LOT COVERAGE	N.A. (SEE ANGLE CONTROLS)	28%
33(3)	MAXIMUM HEIGHT	N.A. (SEE ANGLE CONTROLS)	84'(2)
DENSITY CALCULATIONS:			
34(1)		LOT AREA = 66,134.00 SQ.FT.	91 UNITS
		STREET FRONTAGE AREA = 23,760.00 SQ.FT.	ONE BEDROOM UNITS: (7x2P) = 14 P
		OPEN/STREET AREA = 89,924.00 SQ.FT.	TWO BEDROOM UNITS (84x2.25P) = 189 P
		TOTAL LOT AREA = 2.06 ACRES	
		DENSITY ALLOWED: 75P= P	PROJECT DENSITY = 203 P
		2.06 ACRESx75P= 154.50 P	
BUILDING SETBACK DIMENSIONS:			
33(2)(a)(b)	FRONT (NORTH)	20.0' OR (10.0' WITHIN 80° ANGLE)	48.74' - 50.93'
33(2)(a)(b)	SOUTH	10.0'	16.02' - 126.52'
33(2)(a)(b)	EAST	10.0'	43.95' - 19.19'
33(2)(a)(b)	WEST	10.0'	35.02' - 72.39'
60° ANGLE CONTROLS:			
33(3)(a)(i)	FRONT (NORTH)		YES
33(3)	SOUTH		NO
33(3)	EAST		NO
33(3)	WEST		NO
BALCONY & CANOPY SETBACK DIMENSIONS:			
33(5)(a)	FRONT (SOUTH EAST)	10.0'	YES
33(5)(a)	SOUTH WEST	10.0'	YES
33(5)(a)	NORTH EAST	10.0'	YES
33(5)(a)	REAR (NORTH WEST)	10.0'	YES
33(5)(b)	CANOPY SETBACK	5.0'	YES
LANDSCAPED OPEN SPACE:			
34(2)(b)		LOT AREA = 66,134.00 SQ.FT.	
		-BUILDING AREA = 18,039 S.F.	
		-PAVED AREA = 25,167 S.F.	
		= 43,200 S.F.	
		LANDSCAPED OPEN SPACE REQUIRED = 40,180 S.F.	LANDSCAPED OPEN SPACE PROVIDED = 22,934.00 S.F.
			NO
OPEN SPACE:			
34(2)(2)	ONE BEDROOM UNIT (275 S.F.)	ONE BEDRM. UNITS= 7x275 = 1,925 S.F.	
34(2)(2)	TWO BEDROOM UNIT (575 S.F.)	TWO BEDRM. UNITS=84x575 = 48,300 S.F.	LANDSCAPED AREA = 20,382.14 S.F.
34(2)(2)			+ BALCONIES AREA = 5,875 S.F.
		OPEN SPACE REQUIRED = 50,225 S.F.	= OPEN SPACE PROVIDED = 26,257.14 S.F.
			NO
PARKING REQUIREMENTS & RESTRICTIONS:			
			SPACES WITHIN U/G GARAGE = 78 SPACES
			SPACES OUTSIDE = 55 SPACES
9(a)(ii)	PARKING SPACES REQUIRED	1-9'x20' SPACE PER UNIT = 91 SPACES	TOTAL PARKING PROVIDED = 133 SPACES
			1.5 SPACE PER UNIT
			YES

NOTES:

- (1) TABLE & CALCULATIONS AS PRESENTED TO HRM FOR DEVELOPMENT AGREEMENT
- (2) 7 RESIDENTIAL LEVELS AND 2 PARKING LEVELS (FINISHED GRADE VARIES).
- (3) CHART AS PER R-4 ZONING BYLAWS.

00059-0033

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

BUTLER BROTHERS LIMITED

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

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.

APPROVED
[Signature]
Municipal Solicitor

COPY

- 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:

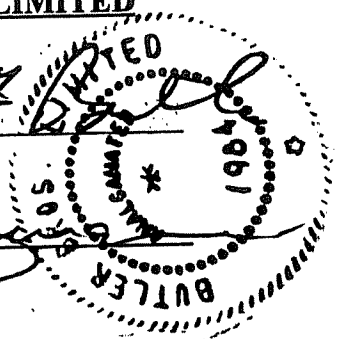
per: _____
Sealed, Delivered and Attested

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

per: June Cook
Ken Benoit

BUTLER BROTHERS LIMITED

per: [Signature]
per: [Signature]

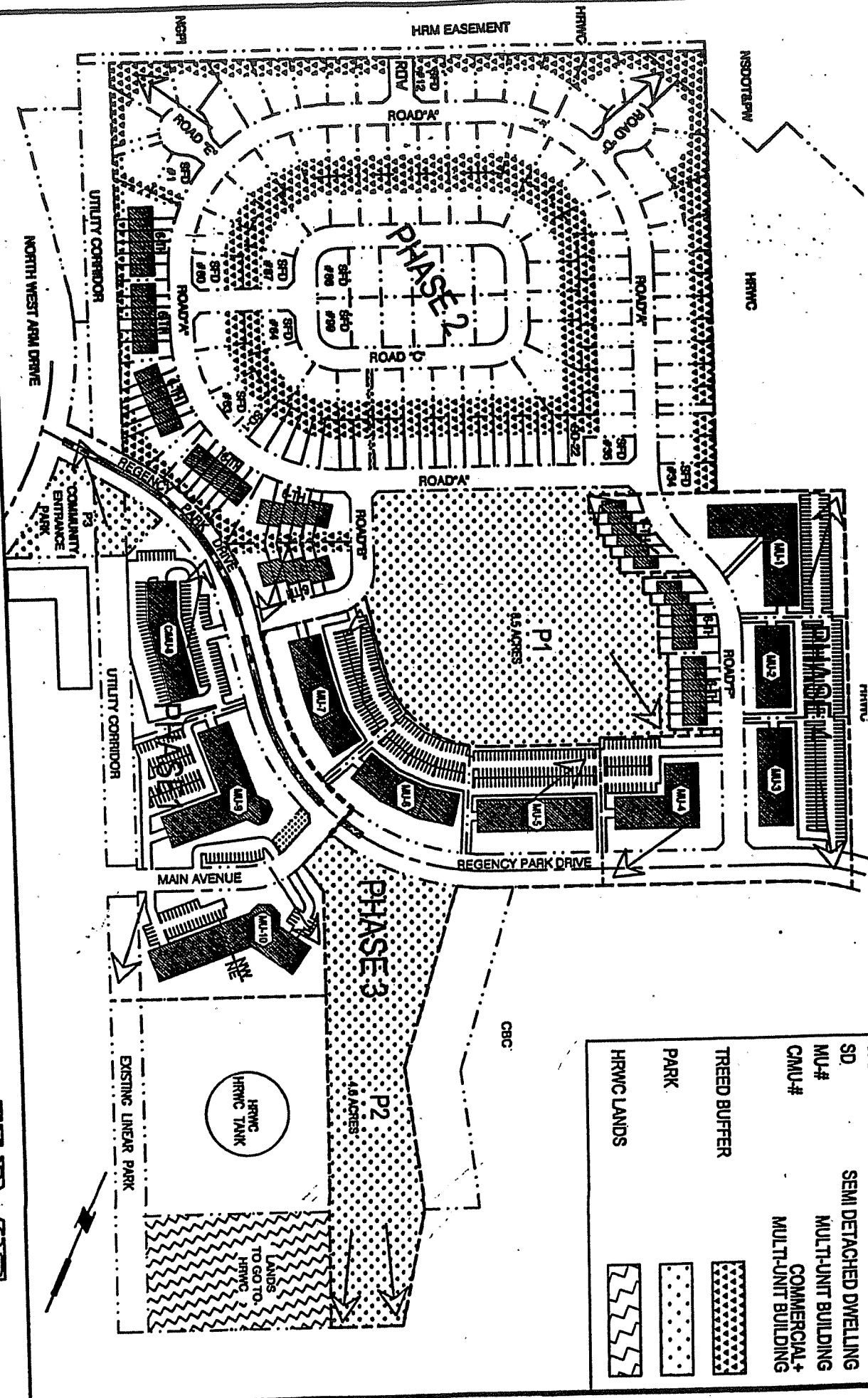


HALIFAX REGIONAL MUNICIPALITY

per: [Signature]
MAYOR

per: [Signature]
MUNICIPAL CLERK





**BUTLER PROPERTY SUBDIVISION
SITE DEVELOPMENT PLAN**

NOT TO SCALE
DATE: FEB. 1, 2005

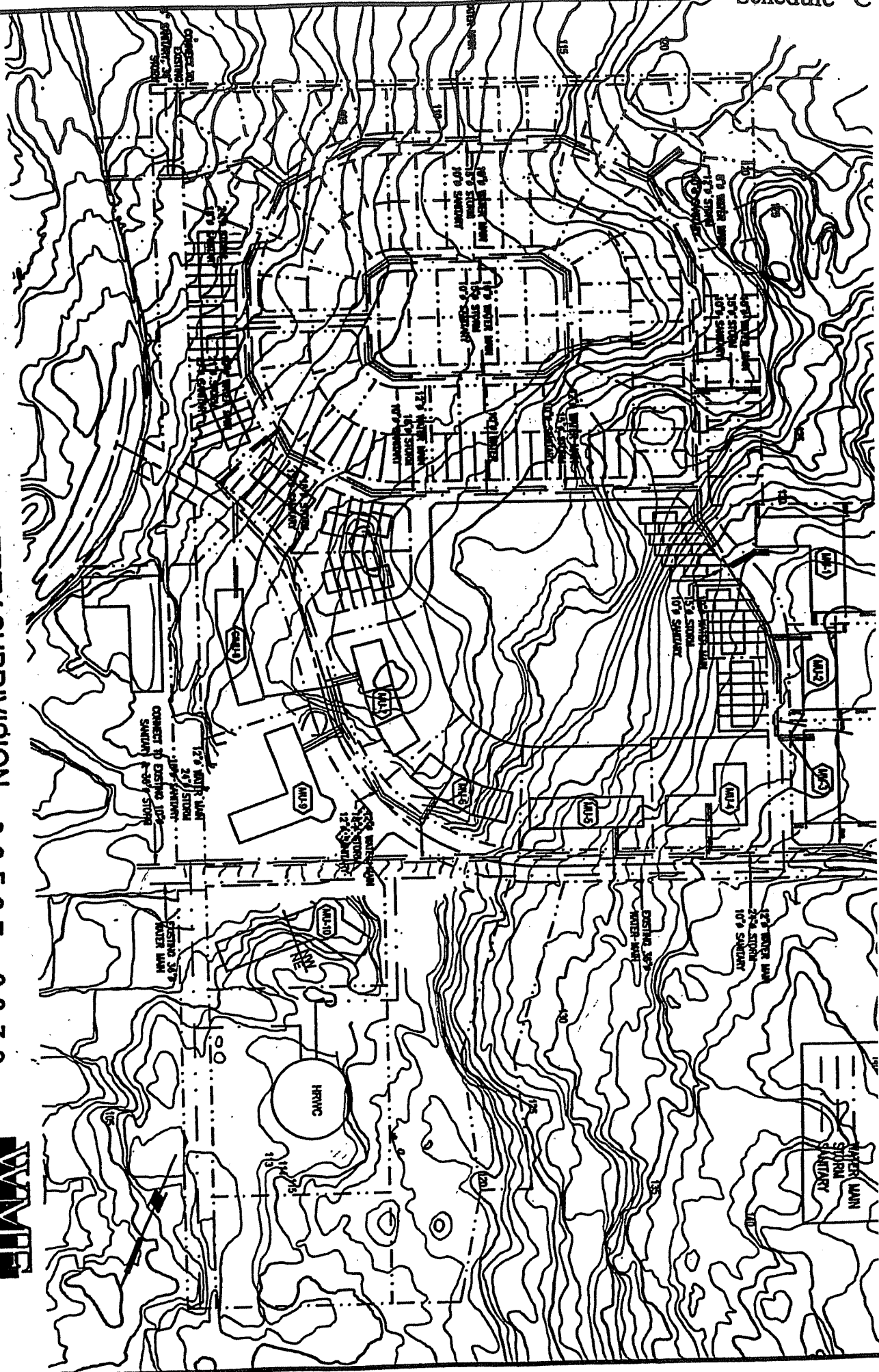
00567-0037



W.M. JAMES & ASSOCIATES, INC.

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

Tel: (902) 457-6978 Fax: (902) 457-6988
E-mail: wjames@wmjames.com Website: www.wmjames.com



BUTLER PROPERTY SUBDIVISION 0 0 5 6 7 - 0 0 3 6
SERVICES & CONTOURS PLAN

NOT TO SCALE

WVMP
 AN ARCHITECTURE, ENGINEERING, PROJECT MANAGEMENT & DEVELOPMENT FIRM
 480 Parkland Drive, Suite 205, Halifax, NS B3S 1P9
 Tel: (902) 437-4878 Fax: (902) 437-4888
 E-mail: wvmp@wvmp.com Website: www.wvmp.com

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:

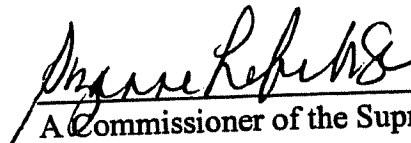
$$\frac{\text{TOTAL PERSONS}}{\text{TOTAL ACREAGE}} = \text{PROJECT DENSITY}$$

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

 WMTF <small>W M T F A R E S ASSOCIATES</small> ARCHITECTURE, ENGINEERING, PROJECT MANAGEMENT & DEVELOPMENT 480 Parkland Drive, Suite 205, Halifax, NS B3S 1P9 Tel: (902) 457-6678 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-

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

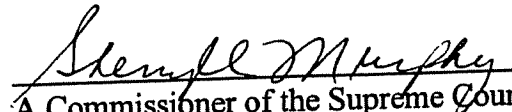
ON THIS 7th day of July, A.D., 2005, before me, the subscriber personally came and appeared A Clarke a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **BUTLER BROTHERS LIMITED**, one of the parties thereto, signed, sealed and delivered 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

MAINTAINED (LR)
SCANNED
QC

ml
 B

BUTLER BROTHERS LIMITED

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

A municipal body corporate,
(hereinafter called the
"Halifax Regional Municipality")

OF THE SECOND PART

DEVELOPMENT AGREEMENT

THIS AMENDING AGREEMENT made this ¹⁴ day of ~~July~~ ^{August}, 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 off Main Avenue, Halifax, (PID # 00271924 and 40541682) 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 an application by the Developer to enter into a Stage I Development Agreement to allow a mixed use development on the Lands, which said agreement was recorded on September 29, 2005, at the Registry of Deeds at Halifax as Document Number 83128802 (hereinafter is called "the Stage I Agreement");

AND WHEREAS the Developer has requested an amendment to the provisions of the Stage I Agreement to enable non-substantive changes to the road network and the open space configuration;

AND WHEREAS the Chebucto Community Council for the Halifax Regional Municipality approved this request at a meeting held on the 6th day of February, 2006, subject to the registered owner of the Lands entering into this agreement referenced as Municipal Case Number 00873;

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

The existing Stage I agreement shall be amended as follows:

1. Replace the Site Development Plan (Schedule "B") with the Revised Site Development Plan (Schedule "B1").

APPROVED

Municipal Solicitor

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.

SIGNED, SEALED AND DELIVERED
in the presence of

Stephen Kudubisa
Witness
Stephen Kudubisa
Witness

BYBLOS DEVELOPMENT GROUP

Per: *[Signature]*
Per: *[Signature]*

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

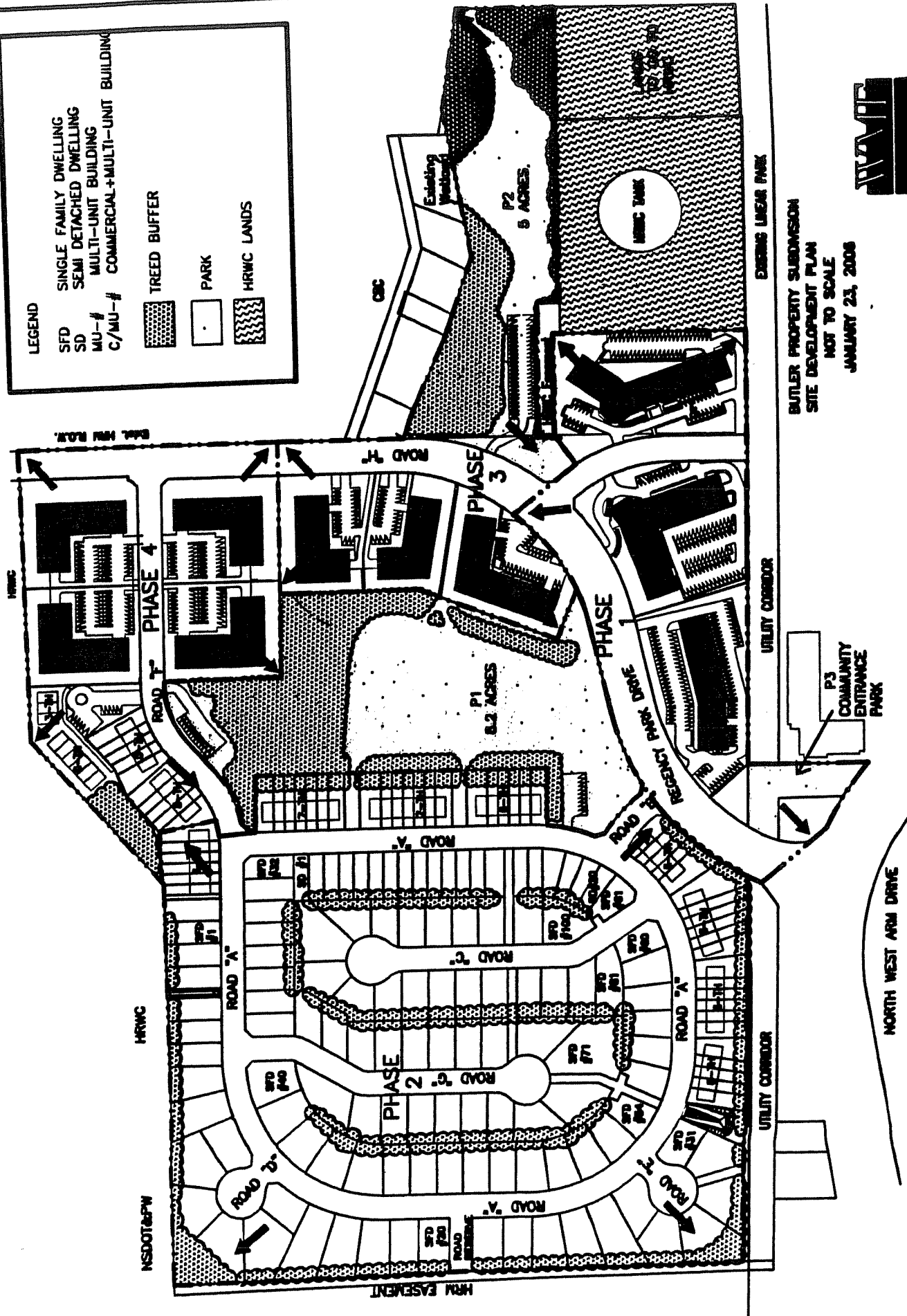
of *Kelly Machamara*
Witness
April Guy
Witness

HALIFAX REGIONAL MUNICIPALITY
Peter J. Kelly

Per: *[Signature]*
MAYOR
Per: *Jan Gibson*
MUNICIPAL CLERK

LEGEND

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



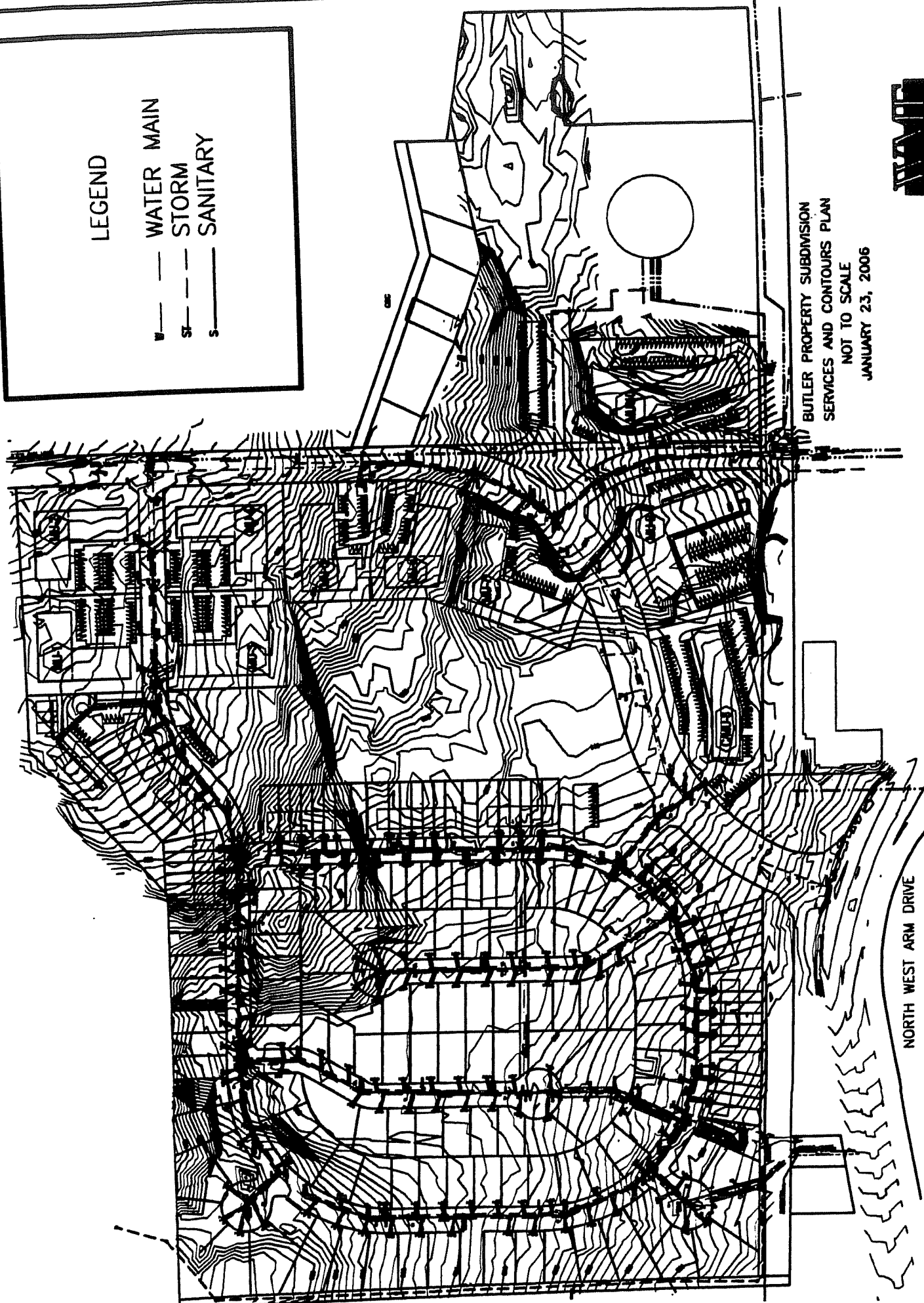
BUTLER PROPERTY SUBDIVISION
 SITE DEVELOPMENT PLAN
 NOT TO SCALE
 JANUARY 23, 2006



NORTH WEST ARM DRIVE

LEGEND

W	---	WATER MAIN
ST	- - -	STORM
S	---	SANITARY



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

NORTH WEST ARM DRIVE



LAND USE CONCEPT DATA

BUILDING	LOT AREA	FLOORS	UNITS				DENSITY	MAX. HEIGHT	PARKING	
			1B	2B	SB	TOTAL			INTERIOR	EXTERIO
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	58,650 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	48,845 SQFT	7 + 2 PARKING		77		77	173.25	30	68	30
7	67,694 SQFT	5 1/2 + 1 1/2 PARKING	8	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	104,128 SQFT	7 + 2 PARKING	8	124		132	295	30	120	83
10	101,680 SQFT	4 + 1 PARKING	28	60		88	191	17	60	71
Total - Multi Unit						897	2008.75		795	491
SFD						100				
SEM-DETACHED						20				
TOWNHOUSES						67				
Total - houses						187	628.45			
Totals						1084	2833.2			

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.comFax: (902) 457-4688
Website: www.wmfares.com

PROPOSED:

**MOUNT ROYAL RESIDENTIAL
DEVELOPMENT**MAIN AVENUE
HALIFAX, N.S.

TITLE:

PROJECT DATA CHART**00873-0006**

DATE:

JAN 23, 2005

SCALE:

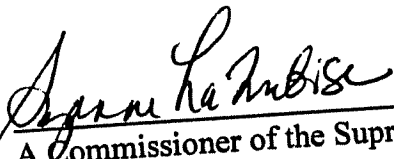
DRAWN:

PROJECT:

200533

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

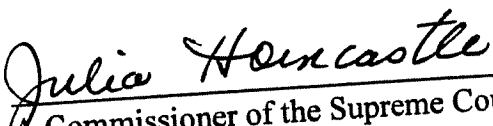
ON THIS 19th day of July, A.D., 2006, before me, the subscriber personally came and appeared Halifax, NS a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **BYBLOS DEVELOPMENT GROUP**, one of the parties thereto, signed, sealed and 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 16 day of August, A.D., 2006, before me, the subscriber personally came and appeared *April Bay, Kelly Macnamara* 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

JULIA HORNCastle
A Commissioner of the
Supreme Court of Nova Scotia