

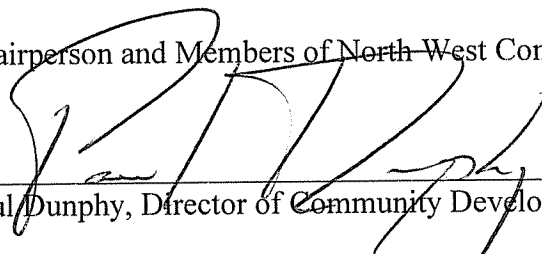


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

North West Community Council
August 9, 2007

TO: Chairperson and Members of North West Community Council

SUBMITTED BY:


Paul Dunphy, Director of Community Development

DATE: July 24, 2007

SUBJECT: **Case 00690: Development Agreement - Phase II, Crestview
Commercial CDD, Bedford**

SUPPLEMENTARY REPORT

ORIGIN:

On March 6, 2007, a Joint Public Hearing was held for Case 00690 with Regional Council regarding an amendment to the Bedford Municipal Planning Strategy and a development agreement for Phase II of the Crestview Commercial Comprehensive Development District (CCDD).

On May 24, 2007, North West Community Council met to make a decision on the development agreement for Phase II of the Crestview CCDD, but the decision was deferred due to the lack of resolution of a number of issues.

RECOMMENDATION:

It is recommended that North West Community Council:

1. Approve the proposed discharging agreement to discharge the existing Crestview Commercial Comprehensive Development District agreement from PID# 00430298 and 40741480 as provided in Attachment A.
2. Approve the proposed new development agreement to permit a 52 unit residential building at PID#40741464, 00430298 and 40741480 as provided in Attachment B.
3. Require that the development agreement be signed and registered 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, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND/DISCUSSION:

On March 6, 2007 North West Community Council held a joint public hearing with Regional Council. Regional Council approved an amendment to the Bedford Municipal Planning Strategy (MPS) establishing policy which enables the consideration of a multiple unit building on a portion of the former Crestview CCDD site near the corner of Nelson's Landing Drive and the Bedford Highway. A full review of the proposed development agreement and MPS policy was previously provided to Council for the March 6, 2007 hearing as Case 00690: Amendment to the Bedford Municipal Planning Strategy and Land Use By-law for Phase II of Crestview CCDD, November 20, 2006.

The MPS amendment has been reviewed by the Minister of Service Nova Scotia and Municipal Relations and it is now in effect, enabling Council to consider the proposed development agreement. The draft development agreement was reviewed by North West Community Council on May 24, 2007 but Council deferred their decision until changes could be negotiated with the applicant to improve provisions relating to fencing, water service to surrounding properties and other minor matters.

The issues identified by Council and the associated mitigating actions are as follows:

Screening of the Dauphinee residence. The proposed agreement (clause 3.9.6) now includes solid board wood fencing adjacent the Dauphinee residence as well as the planting of trees.

Providing Access to Wyatt Road and the Bedford Highway. The proposed agreement (clause 3.6.4) requires that the applicant provide the homeowner at 10 Wyatt Road an easement to ensure uninterrupted access over the new driveway to Wyatt Road and the Bedford Highway. The driveway shall have a minimum width of 3.6 meters and shall be constructed in a manner which, according to a qualified Professional Engineer is capable of supporting emergency, delivery and residential vehicles. The maintenance of the driveway shall be at the homeowners expense.

Providing water to 872 and 866 Bedford Highway. The current agreement provides for the servicing of these homes. The proposed agreement (clause 4.5.3) now includes additional measures of protection should these property owners refuse the initial installation of services.

Protecting wells on surrounding properties. The proposed agreement (Clause 4.5.3) now includes a detailed well testing program for 10 and 16 Wyatt Road. Should the construction of the proposed building permanently damage the wells on these properties, the applicant is required to install sewer and water services. The clauses which previously referenced maintenance of water quality and quantity have been removed (Clause 3.14.2 and 3.14.3).

Restricting hours of work. The proposed agreement (Clause 3.15) includes a requirement that construction of the building shall be limited to between 7 am to 7 pm on Monday to Friday and 8 am to 7 pm on Saturdays. Work shall not be permitted on Sundays.

Cleaning up of construction waste. The proposed agreement (Clause 3.16) requires clean up of the construction site and surrounding properties on a weekly basis. Further the Development Officer may request additional clean ups within a three day period.

Restricting outdoor lighting. The proposed agreement (Clause 3.7.1) requires all lighting fixtures shall be fully shielded to minimize light pollution and requires all lighting be directed away from other properties. Further the applicant is required to submit a lighting plan.

Protecting Wyatt Brook from storm water. No revisions are proposed as it is felt the existing clause relating to the berm (clause 5.11) is adequate to ensure storm water from the disturbed portion of the site does not enter the brook.

Maintaining Wyatt Road. No change is proposed to the maintenance of Wyatt Road. The road is currently maintained by HRM.

Enhancing blasting requirements. The Blasting By-law requires that a pre-blast survey take place. No additional measures are required in the proposed agreement except additional well testing (Clauses 3.5.3 and 3.5.4).

Enhancing Storm water flows requirements. The issue has been reviewed extensively by our Engineer who has reviewed and signed off on the proposed clauses in the development agreement. At the time of submission of the detailed plans for permits, these plans must meet HRM's engineering requirements. The Development Engineer has advised that there is no need for additional measures in this agreement. The Municipal Service Specifications will protect the HRM drainage system and any downstream property owners. Confirmation from the Waterfront Development Corporation will be required for stormwater discharge to their lands. The proposal does not discharge directly to any watercourse, but to the HRM storm drainage system and eventually to WDC lands. The proposed agreement (clause 3.2.1) includes a requirement for written consent to discharge stormwater onto private lands or to cross private lands.

Summary. All changes to the proposed agreement are considered minor in nature and it is the opinion of staff that North West Community Council does not have to schedule another public hearing on the proposal. The applicant has agreed to the proposed changes to the development agreement.

North West Community Council may now give consideration to approving the proposed development agreement to permit a 52 unit multi unit residential building provided in Attachment B and discharging the previous development agreement as provided in Attachment A. It is the opinion of staff that the proposed agreement is consistent with the MPS policy and enables a reasonable development on the Phase II Crestview site. Staff are recommending the discharging agreement and development agreement be approved as provided Attachments A and B.

BUDGET IMPLICATIONS

There are no budget implications at this time.

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. Council may choose to approve the proposed development agreement as provided in Attachment B. This is the recommended course of action for the reasons stated in this report and staff's report dated November 20, 2006.
2. Alternatively, Council may choose to refuse to approve the proposed development agreement as provided in Attachment B. This is not recommended.
3. Council may choose to amend the proposed development agreement. This action may require additional negotiation with the applicant and the requirement for a second public hearing to be held.

ATTACHMENTS:

Attachment A Discharging Agreement
Attachment B Development Agreement

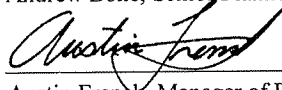
DOCUMENTS AVAILABLE UPON REQUEST:

Case 00690: Amendment to the Bedford Municipal Planning Strategy and Land Use By-law for Phase II of Crestview CCDD, November 20, 2006

Case 00690: Development Agreement for Phase II of Crestview Commercial Comprehensive Development District, Bedford, May 15, 2007

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

Report Prepared by : Andrew Bone, Senior Planner, Community Development 869-4226



Report Approved by: Austin French, Manager of Planning Services, 490-6717

**ATTACHMENT "A"
Discharging Agreement**

THIS DISCHARGING AGREEMENT made this _____ day of _____, 2007

BETWEEN:

O.L.L LEASING AND HOLDING LIM ITED
(hereinafter called the "Owner")

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of certain lands located at 864 Bedford Highway in Bedford, also known PIDs 00430298 and 40741480 (hereinafter called the "Lands");

AND WHEREAS the Town of Bedford entered into a development agreement with the previous owners of the Lands, said agreement being recorded at the Registry of Deeds on December 21, 1995 in Book No. 5819, Pages 120-134, Document #50389 (hereinafter referred to as "the Agreement");

AND WHEREAS the Owner has requested that the Agreement be discharged;

AND WHEREAS in accordance with the requirements of the Municipal Government Act, the North West Community Council approved the discharge of the Agreement at a meet held on _____;

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

1. The Agreement is hereby discharged and shall no longer have any force or effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

Signed, sealed and delivered	)	O.L.L LEASING AND HOLDING LIMITED
)	
in the presence of:)	
)	
per: _____	)	per: _____
)	
Sealed, Delivered and Attested	)	HALIFAX REGIONAL MUNICIPALITY
by the proper signing officers of)	
Halifax Regional Municipality)	
duly authorized on that behalf	)	per: _____
in the presence of	)	MAYOR
)	
)	
_____	)	per: _____
	)	MUNICIPAL CLERK

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 Bedford Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, 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.

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.

PART 2: DEFINITIONS

2.1 Definitions

All words/terms unless otherwise specifically defined herein shall be as defined in the Bedford Land Use By-law and Regional Subdivision By-law.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules attached to this agreement and plans filed with the Halifax Regional Municipality as Case Number 00690:

The schedules are:

- Schedule A: Legal Description of the Lands(s)
- Schedule B: Site Plan and Preliminary Landscape Plan (SP1)
- Schedule C: Erosion and Sedimentation Control Plan (SP3)
- Schedule D: Site Servicing Plan (SP2)
- Schedule E: Site Plan Water Shed (SP4)
- Schedule F: Limit of Site Disturbance Plan:
- Schedule G: Parking Floor Plans (A1)
- Schedule H: Floors Plans (A2)
- Schedule I: Elevations (A3)

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of a Grade Alteration Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

- (a) Post securities in accordance with Section 5.5 of this agreement.
- (b) **written consent (from relevant land owners) to discharge stormwater onto private lands where required as a component of the Stormwater Management Plan.**
- (c) **The Developer agrees to provide written consent to cross private lands where required as a component of the Stormwater Management Plan.**

3.2.2 Prior to the commencement of blasting, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

- (a) Written confirmation indicating municipal services have been installed and connected to PID's 00430363 and 00430306 (872 and 866 Bedford Highway) in accordance with this agreement.

3.2.3 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

- (a) Lighting Plan in accordance with this agreement;
- (b) Landscaping Plan in accordance with this agreement;
- (c) Written confirmation from Nova Scotia Power enabling the construction and placed of the driveway for 10 Wyatt Road on the Nova Scotia Power Easement and any access/use of the Easement during construction in accordance with this Agreement.

3.2.4 Prior to the issuance of the first Municipal Occupancy permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

- (a) Written confirmation from the Development Engineer indicating compliance with Section 4 this Agreement (i.e. secondary services);
- (b) Certification from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to this Agreement;
- (c) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement.
- (d) Certification from a qualified professional indicating that the Developer has complied with the Landscaping Plan required pursuant to this Agreement; and
- (e) Completion of the "Amenity and Recreation Space" required by this agreement.

3.2.5 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement 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.

3.3 General Description of Land Use

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

- (1) A Multiple Unit Dwelling in accordance with the provisions of this agreement.

3.4 Detailed Provisions for Land Use

- 3.4.1 A maximum of 52 units shall be permitted within the multiple unit dwelling.
- 3.4.2 The Developer shall be entitled to modify the internal floor plans of the multiple unit dwelling and the configuration of internal units provided (a) the number of units and building size has not increased, (b) the exterior appearance of the building is not significantly altered, and (c) the required amenity space is not decreased and is met . These changes shall be permitted provided, in the opinion of the Development Officer, the changes are minor in nature.

3.5 Siting and Architectural Requirements

The Developer agrees that the building constructed on the Lands shall comply with the provisions of this section and as generally illustrated on the Schedules.

Siting

- 3.5.1 The buildings siting, bulk and scale shall comply with the following:
 - (a) maximum building coverage of 15% and maximum building and parking coverage of 30%;
 - (b) maximum height of 7 stories and shall comply to the maximum heights and height variations illustrated on Schedule I of this agreement;
 - (c) located a minimum of 18.3m(60 ft) from the front lot line along the Bedford Highway; and
 - (d) located a minimum of 10.7m(35 ft) from the base of the building to the east property line adjacent the existing single unit dwelling.

Architectural

Entrances:

- 3.5.2 The main entrances to building shall be emphasized by detailing, massing, changes in materials, or other architectural devices as approved by the Development Officer as generally illustrated on Schedule I. Entrances shall be proportional to the scale of the building. Service/delivery entrances shall be integrated into the design of the building and shall not be a predominate feature.

Rear and side facades:

- 3.5.3 The façades facing the Bedford Highway and internal driveway illustrated on Schedule I shall be designed and detailed as primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on Schedule I.

Exposed Foundation:

3.5.4 Any exposed foundation in excess of 1.8m² (20 ft²) and parking garage and parking entrances shall be architecturally detailed, veneered with stone or brick.

Building Material:

3.5.5 Exterior building materials shall not include vinyl siding.

Functional Elements:

3.5.6 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

3.5.7 Buildings shall be designed such that the mechanical systems (HVAC, cooking exhaust fans, etc.) are not visible from Bedford Highway, or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented.

Roof:

3.5.8 All roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design and screened from public view along the Bedford Highway and adjacent residential properties.

3.6 Parking, Circulation and Access

3.6.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on the Schedules. The Developer agrees that the parking on the Lands shall comply with the following:

- (a) 75% of the required parking shall be provided underground. A minimum of 75% of the mobility disabled parking spaces shall be provided underground.
- (b) All parking areas, driveways, circulation aisles and pathways shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer. Notwithstanding, pathways shall not be finished with asphalt.
- (c) Where parking lots are to be delineated by curbing, such curbing shall not be asphalt.
- (d) An adequate snow storage area shall be provided on the Lands and the snow storage area shall be located where run-off can be directed through any storm water treatment system required by this agreement.

- 3.6.2 The private road "Wyatt Road" shall remain in its existing state. Notwithstanding, the Developer shall provide continued uninterrupted access to civic addresses 10 through to 21 Wyatt Road.
- 3.6.3 Prior to the construction of the driveway for the multiple unit dwelling, the Developer (at its expense), shall provide a realignment and reconstruction of the driveway access for 866 Bedford Highway (PID 00430363) with written consent from such property owner. In addition, the Developer shall provide continued uninterrupted access to 866 Bedford Highway and ensure realignment aligns and connects with the existing driveway on such property.
- 3.6.4 Prior to the construction of the driveway for the multiple unit dwelling, the Developer (at its expense), shall provide a realignment and reconstruction of the driveway access for 10 and 14 Wyatt Road (PID 00430553 and 00430561) with written consent from such property owner as illustrated on the Schedules. In addition, the Developer shall provide continued uninterrupted access to 10 and 14 Wyatt Road and ensure realignment aligns and connects with the existing driveway on such property. **The developer shall provide the homeowners an easement to ensure uninterrupted access over the new driveway to Wyatt Road and the Bedford Highway. The driveway shall be constructed in a manner which according to a qualified Professional Engineer is capable of supporting emergency , delivery and residential vehicles. The driveway shall have a minimum width of 3.6 meters.**
- 3.6.5 Development Officer may approve changes to the parking and circulation layout as illustrated on the Schedules provided such changes further the intent of this Section and this Agreement.
- 3.6.6 Bicycle parking shall be provided in accordance with the Bedford Land Use By-law as amended from time to time.
- 3.6.7 Written confirmation from Nova Scotia Power enabling the construction and placement of the driveway for 10 Wyatt Road on the Nova Scotia Power Easement and any access/use of the Easement during construction in accordance with this Agreement.
- 3.6.8 The Multiple Unit Dwelling shall not have access off Wyatt Road or Nelsons Landing Boulevard. Further, no access to the site shall be provided from Nelsons Landing Boulevard.

3.7 Building and Site Lighting

- 3.7.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings. **Further, all lighting fixtures shall be fully shielded.**

- 3.7.2 Prior to the issuance of a Construction Permit, the Developer shall prepare a lighting plan and submit it to the Development Officer. The lighting plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices.
 - (b) Description of the illuminating devices, fixtures, lamps, supports and other devices. This description may include, but is not limited to, manufacturers' catalog cuts and drawings including sections where required.
 - (c) The lighting plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of this section and ensure the lighting is directed to the driveways, parking areas, building entrances and walkways and, in particular, shall be arranged so as to divert the light away from the 866 Bedford Highway and 10 Wyatt Road and other residential properties in the area.
 - (d) Should the applicant desire to substitute outdoor light fixtures or lamps and install them on the lands after a permit has been issued, the applicant shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with this clause.

3.8 Amenity and Recreation Space

3.8.1 Amenity space shall be set aside for recreational purposes such as common recreational areas, play areas, recreational rooms, roof decks, swimming pools and tennis courts and clearly identified on plans submitted for Development Permit. For the purpose of this agreement, amenity space also include the non-disturbance area of the site. Amenity space shall have no dimension less than thirty (30) feet, except those integral to the building such as landscaped podium, roof garden, sundecks and balconies, and a minimum of 50 percent of the outdoor recreational space shall have grades between 0-8 percent (this shall exclude the lands identified in Section 3.8.2). The amenity space shall be provided based on the type of residential unit as follows:

- | | |
|---------------------------|---|
| (a) One Bedroom/Bachelor: | 18.6 square meters (200 square feet) |
| (b) Two Bedroom: | 53.4 square meters (575 square feet) |
| (c) Three Bedroom: | 88.2 square meters (950 square feet) |
| (d) Four or more Bedroom: | 123.1 square meters (1,325 square feet) |

3.8.2 For the purposes of determining amenity space, one bedroom plus den/office units shall be considered to be a two-bedroom unit, two bedroom plus den/office units shall be considered to be a three-bedroom unit and so on.

- 3.8.3 A maximum of 60% percent of the required amenity space may be allocated to the watercourse setback/non disturbance area illustrated on the Schedules.
- 3.8.4 The Developer agrees that the "Amenity and Recreation Space" as described in this Section shall be completed prior to the issuance of the first occupancy permit

3.9 Landscaping

Landscape Plan

- 3.9.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule B. The Landscape Plan shall prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with this provisions of this section.
- 3.9.2 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 are consider minor in nature.

Landscape Plan Details

- 3.9.3 Planting details for each type of plant material proposed on the plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.9.4 Landscaping greater than 0.6 metres (2 feet) in height shall not be permitted within the daylight triangle.

Entrances

- 3.9.5 All site entrances shall be identified by decorative walls, and landscaping, or approved equivalent. A landscaped focal area and decorative signage identifying the entrance as identified in Section 3.11 to shall be installed.

Buffering

- 3.9.6 Trees and shrubs, a minimum 75% of which shall be coniferous, shall be provided prior to the issuance of the first Occupancy Permit **between the multi-unit building and abutting residential properties (PID's 00430579, 00430561, 00430563 and 00430363) for screening purposes. The percentage of coniferous trees and shrubs may be reduced if in the opinion of the Development Officer this reduction improves the visual screening of the building from the abutting residential properties. Further a solid wood privacy fence six feet (1.8m) in height shall be constructed from the berm adjacent Wyatt Brook in a northeasterly direction for a distance of approximately 50 meters between the relocated driveway and the multi-unit building.**

- 3.9.7 Landscaping, consisting of small shrubs, trees and fencing, shall be provided along the property lines near the driveway and parking lot to ensure the headlights from automotive vehicles do not negatively impact the residential property at 866 Bedford Highway.

Retaining Walls/Terraced Landscaping

- 3.9.8 All proposed retaining walls or terraced landscaping shall be constructed of a decorative precast concrete or modular stone retaining wall system or equivalent.
- 3.9.9 Upright shrubs shall be located at the base of all retaining walls. Low maintenance ground covers or vines in association with shrubs and retaining walls may also be used.

Walkways and Trails

- 3.9.10 The walkways shall be located as shown on the Preliminary Landscape Plan and composed of any combination of poured in place concrete, decorative patio slabs, decorative interlocking precast concrete paverstones, crushed stone, pea gravel, crushed brick or acceptable equivalent in the opinion of the Development Officer.
- 3.9.11 Every effort should be made to reduce pedestrian and vehicular conflict in the design of the walkway system.
- 3.9.12 Main walkways intended for public use (excluded maintenance pathways) shall be designed to be barrier free.

Compliance with Landscaping Plan

- 3.9.13 Prior to issuance of the first 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.
- 3.9.14 Notwithstanding the above the first occupancy permit may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the developer not complete the landscaping within twelve months of issuance of the occupancy permit, the Municipality may use the deposit to complete the landscaping as set out in this Section of the agreement. The developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the developer upon completion of the work and its certification.

3.10 Maintenance

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

3.11 Signs

A maximum of one ground sign shall be permitted at each entrance to the lands to denote the building name. The location of such sign shall require the approval of the Development Officer and Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq.m.). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. This section shall not preclude the construction of decorative entrance gates.

3.12 Construction/Sales Trailer

A trailer shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this agreement. The construction trailer shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.13 Outdoor Storage and Display

3.13.1 No outdoor storage shall be permitted on the Lands. Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping.

3.13.2 Propane tanks and electrical transformers shall be located on a facade facing existing residential dwellings or the Bedford Highway less otherwise directed by the approval agencies where no alternative exists. These facilities shall be screened by means of opaque fencing/masonry walls with suitable landscaping and secured in accordance with the applicable approval agencies.

3.14 Blasting

3.14.1 All blasting shall be in accordance to By-law B-300 (Blasting By-Law) as amended from time to time.

3.15 Hours of Construction

Construction of the building shall be limited to between the following hours:

Monday to Friday - 7 am to 7 pm

Saturday - 8 am to 7 pm

Sunday - work not permitted

3.16 Site Clean Up during Construction

Clean up of the construction site and surrounding properties shall be completed on a weekly basis and shall include the disposal of all garbage and waste in refuse containers such that all materials are wholly contained in such containers. Clean up shall include the removal of debris from the surrounding properties with the owners permission. The property owner shall at the request of the Development Officer provide a site clean up within three days of written notice.

4.0 STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

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 may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.

4.2 Off-Site Disturbance

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

4.3 Underground Services

All secondary electrical, telephone and cable service shall be underground installation.

4.4 Outstanding Site Work

Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first occupancy permit) may be permitted. 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 renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer when all outstanding work is satisfactorily completed.

4.5 Municipal Water Distribution and Sanitary Sewers

4.5.1 The water distribution system shall conform with the schematics presented on the Schedules and all design and construction requirements of the Halifax Regional Water Commission.

4.5.2 The sanitary sewer system shall conform with the schematics presented on the Schedules and the design and construction standards of the Municipal Service Systems Manual.

4.5.3 Prior to the commencement of blasting, the Developer agrees, at its own expense, to provide municipal services (**sewer and water including laterals and all associated plumbing**) to 872 and 866 Bedford Highway (PID's 00430363 and 00430306) with written consent from such property owners. If consent is not given the following shall apply:

Prior to the commencement of blasting, the Developer agrees to provide a well testing program to 872 and 866 Bedford Highway in addition to that required under the Blasting By-law. This program shall:

- (a) **provide testing of the wells at these properties prior to the commencement of blasting and every three months during excavation and three months after the completion of all excavation. The testing shall include quality and quantity measurements and shall be completed by a qualified independent testing company. All results of the testing shall be provided to the Development Officer and each land owner.**
- (b) **During excavation on the Lands, the property owners may request that the Development Officer require additional testing at a one month intervals should they notice a change in water quality or quantity during excavation. The Developer shall provide additional testing within fourteen days of a request by the Development Officer.**
- (c) **Should testing reveal temporary or permanent change in water quality as identified by the independent testing and a qualified professional in writing which makes the well water unsafe to drink, the developer shall provide a temporary supply of potable water until the quality issue is permanently resolved.**
- (d) **Should testing reveal temporary or permanent change in water quantity as identified by the independent testing and a qualified professional in writing which reduces quantities below those required to operate a household, the developer shall provide a temporary supply of potable water until the quantity issue is permanently resolved.**
- (e) **In the event a well suffers permanent damage (structural, quantity and quality) as a result of the blasting and development conducted in the area (the Lands) as identified by the independent testing and a qualified professional in writing, the Developer shall upon the request of the Development Officer, at the Developers expense, install municipal sewer and water and all required plumbing to the affected properties.**

4.5.4 Prior to the commencement of blasting the Developer agrees to provide a well testing program to 10 and 16 Wyatt Road in addition to that required under the Blasting By-law. This program shall:

- (a) provide testing of the wells at these properties prior to the commencement of blasting and every three months during excavation and three months after the completion of all excavation. The testing shall include quality and quantity measurements and shall be completed by a qualified independent testing company. All results of the testing shall be provided to the Development Officer and each land owner.**
- (b) During excavation on the Lands, the property owners may request that the Development Officer require additional testing at a one month intervals should they notice a change in water quality or quantity during excavation. The Developer shall provide additional testing within fourteen days of a request by the Development Officer.**
- (c) Should testing reveal temporary or permanent change in water quality as identified by the independent testing and a qualified professional in writing which makes the well water unsafe to drink, the developer shall provide a temporary supply of potable water until the quality issue is permanently resolved.**
- (d) Should testing reveal temporary or permanent change in water quantity as identified by the independent testing and a qualified professional in writing which reduces quantities below those required to operate a household, the developer shall provide a temporary supply of potable water until the quantity issue is permanently resolved.**
- (e) In the event a well suffers permanent damage (structural, quantity and quality) as a result of the blasting and development conducted in the area (the Lands) as identified by the independent testing and a qualified professional in writing, the Developer shall upon the request of the Development Officer, at the Developers expense, install municipal sewer and water and all required plumbing to the affected properties. The installation of services shall include all required easements in favour of the affected land owners.**

4.6 Solid Waste Facilities

4.6.1 The building shall include designated space 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.

- 4.6.2 Refuse containers and waste compactors shall be confined to the loading areas of the building, and shall be screened from public view where necessary by means of opaque fencing/masonry walls with suitable landscaping.
- 4.6.3 All refuse and recycling materials shall be contained within a building (unless otherwise directed by the Development Officer), or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing/masonry walls with suitable landscaping.

5.0 ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans

- 5.1.1 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall engage a qualified professional to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detentions controls, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourse during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be in place prior to and during development unless otherwise acceptable to the Development Engineer. The Stormwater Management Plan shall conform with following:
- (a) the schematics and information presented on the Schedules;
 - (b) measures to ensure surface water flows from the development are not directed to Wyatt Brook
 - (c) measure to ensure snow storage is directed to a central collection; and
 - (b) the requirements of the Nova Scotia Department of the Environment and the Municipal Service Systems Manual.
- 5.1.2 All storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.
- 5.1.3 The Developer agrees, at its own expense, where any stormwater treatment chambers or devices are provided, such devices shall be maintained in accordance with the manufacturer's specifications until or unless such time as the warranty period expires and such devices are the ownership of the Municipality.

5.2 Maintenance of Stormsceptors or Equivalent

- 5.2.1 The Developer agrees to maintain in accordance with the manufacturers specifications for one year after acceptance of all streets the approved stormsceptor or equivalent system.
- 5.2.2 Prior to installing the stormsceptor or equivalent on the site, which is to be privately maintained, the Developer shall submit a schedule of future inspection and cleaning prepared by a professional engineer based on the manufacturer specifications. When approved by the Development Officer, this schedule shall be undertaken for as long as this agreement is in force.
- 5.2.3 All removed contaminants shall be disposed of according to all applicable guidelines and regulations of the Nova Scotia Department of Environment and Labour. The Developer shall submit to the Development Officer certification that the work has been done following each inspection/clean-out.
- 5.2.4 If the Developer fails to observe or perform this section of the Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, a penalty of five thousand dollars (\$5,000) shall be paid to the Municipality.

5.3 Erosion and Sedimentation Control and Grading Plans

- 5.3.1 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan based on the provisions of the Schedules. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment and Labour. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.
- 5.3.2 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Engineer a detailed Master Site/Grading Plan for the Lands based on the provisions of the Schedules. No work is permitted on the site until the requirements of this clause have been met and implemented unless otherwise stated in the Agreement.

5.4 Non Disturbance Area

- 5.4.1 Non-disturbance areas shall be provided as generally shown on the Schedules. The non-disturbance areas shall be provided for the purpose of retaining a substantial buffer of natural vegetation surrounding the existing watercourse.
- 5.4.2 Non-disturbance areas shall be identified at the time of detailed site and/or grading plan approval to maximize tree retention and protection of the existing watercourse. All grading plans shall indicate areas where existing vegetation is to be maintained, areas to be protected from disturbance during the installation of services, construction of streets, construction of buildings, landscaping and any future activity on an individual lot unless otherwise specified in this agreement. The non-disturbance areas shall be clearly delineated on the Site Plan and Grading Plan for each lot and in the field prior to and during construction.
- 5.4.3 The non-disturbance area identified on the Schedules shall be delineated on all final survey plans prior to final approval.
- 5.4.4 The following activities may occur within the non-disturbance areas provided that approval by the Development Officer has been granted.
- (a) removal of standing hazardous or diseased trees may be permitted by the Development Officer who may require verification in writing by a qualified professional (i.e.. Arborist, Urban Forester, Landscape Architect); and
 - (b) removal of fallen timber and dead debris where a fire or safety risk may be permitted by the Development Officer who may require verification in writing by a qualified professional (i.e.. Arborist, Urban Forester, Landscape Architect). Fallen timber and dead debris shall remain on site unless otherwise recommended by a qualified professional to further the intent of this agreement.
- 5.4.5 Non-disturbance/tree habitat conservation areas shall be identified by the Developer with snow fence or other appropriate continuous physical barrier or delineation and signage in the field prior to any site preparation (i.e.. tree cutting, and excavation activity). The snow fence or other appropriate continuous physical barrier or delineation and signage shall be maintained by the Developer for the duration of the construction and the snow fence or other appropriate continuous physical barrier or delineation and signage in the field.
- 5.4.6 If trees are removed or tree habitat damaged beyond repair, with the exception of those to be removed in accordance with Section 5.4.4, the Developer or the land owner shall replace the trees, two new trees for every one removed or damaged, with trees as directed by the Development Officer.

5.5 Securities

Prior to the issuance of Grade Alteration Permit, the Developer shall post security in the amount of \$5,000 in addition to the securities required for the Grade Alteration Permit to ensure that all environmental protection measures, identified in this section, are properly implemented and maintained. 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. The security shall be returned to the Developer at the time of issuance of the final occupancy permit or release of the landscaping security whichever is later, provided all measures for environmental protection have been implemented to the satisfaction of the Development Officer and that all disturbed surfaces have been permanently reinstated, and that all landscaping has become established. Should the Developer fail to complete the environmental protection measures to the satisfaction of the Development Officer shall be cashed and deposited to the Municipality.

5.6 Failure to conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Section, 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.

6.0 AMENDMENTS

6.1 Substantive Amendments

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

6.2 Non-Substantive Amendments

6.2.1 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) granting of an extension to the date of commencement of construction as identified in Section 8.3 of this agreement;
- (b) changes to the exterior architectural appearance of the buildings or the design, layout and positioning of the buildings, 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; and
- (c) changes to the landscaping measures as detailed in this agreement which, in the opinion of Council, are minor in nature; and
- (d) a maximum increase of 10% to the building and building & parking coverage requires as detailed in this agreement provided all other clauses of this agreement are adhered to.

- 6.2.2 In considering the approval of a non-substantive amendment under Section 6.2, property owners within 152m (500ft) of the site shall be informed by mail at least 10 days in advance of the proposed amendment being considered by Council.

7.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 7.1 The Developers agree 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 Developers. The Developers 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 Developers agrees allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 7.2 If the Developers fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developers 15 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 Developers from continuing such default and the Developers hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy; and/or
 - (b) the Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the 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 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; and/or

7.3 Environmental Protection

In matters concerning environmental protection and mitigation the Municipality shall be entitled to draw in whole or in part on the security as required under this Agreement and use the proceeds therefrom to ensure that the protection measures are in place as required pursuant to the terms of this Agreement.

8.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**8.1 Registration**

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 cost in recording such documents.

8.2 Subsequent Owners

8.2.1 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.

8.2.2 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.

8.3 Commencement of Development

8.3.1 In the event that a Construction Permit has not been issued within 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.

8.3.2 If the Developer(s) fails to complete the development, or after 10 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;
- (c) discharge this Agreement.

8.4 Completion of development

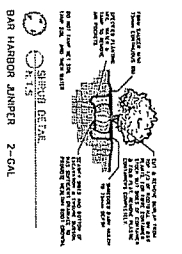
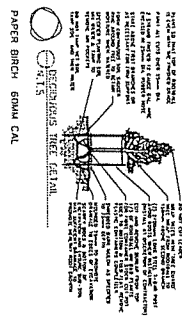
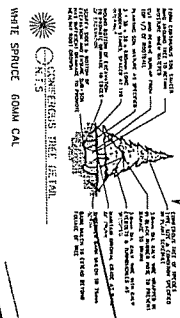
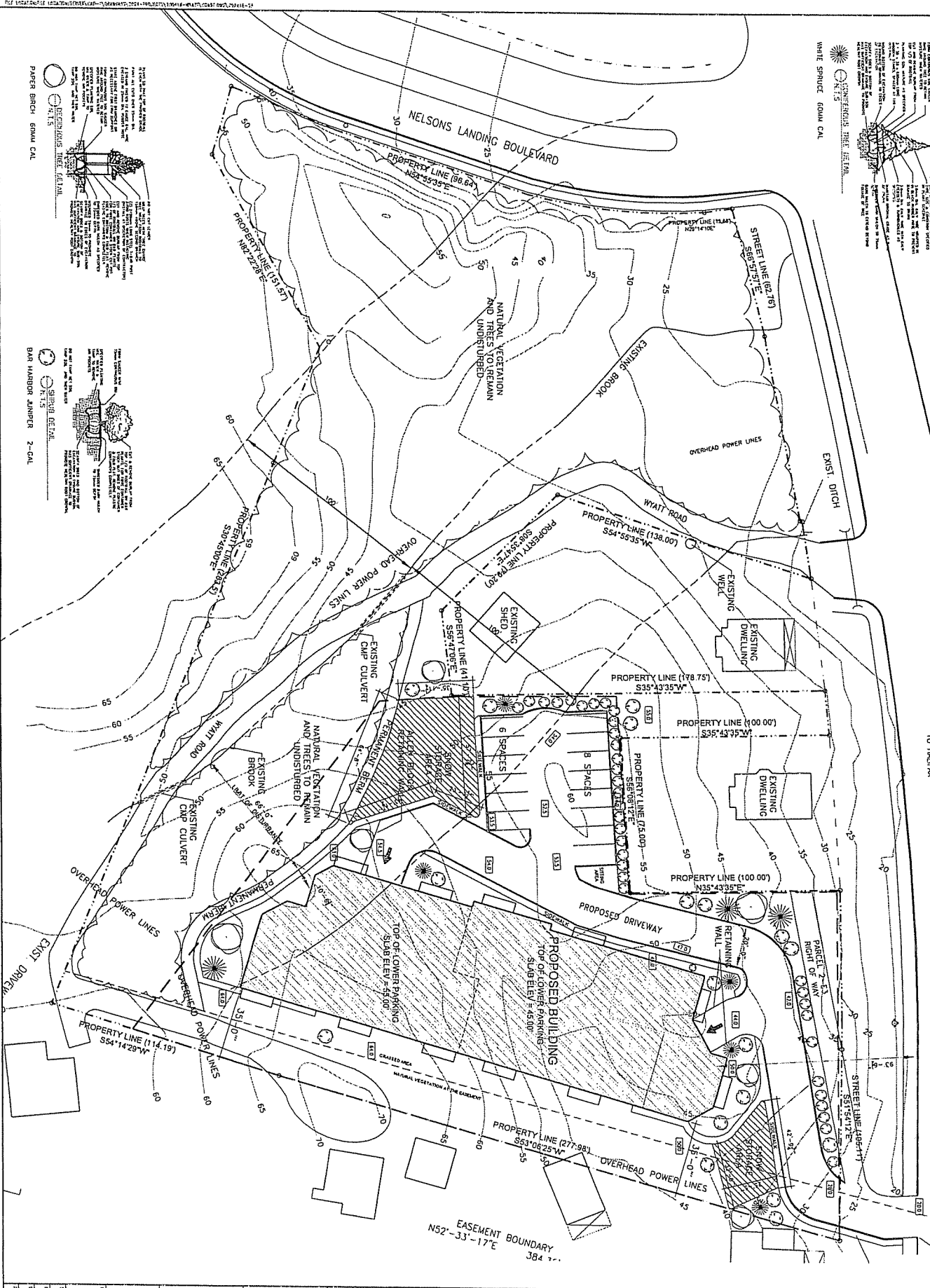
Upon the completion of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement 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 Bedford, as may be amended from time to time.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

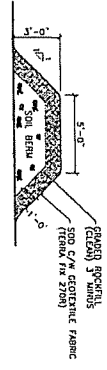
Signed, sealed and delivered	)	O.L.L LEASING AND HOLDING LIMITED
in the presence of:)	
)	
per: _____	)	per: _____
)	
Sealed, Delivered and Attested	)	HALIFAX REGIONAL MUNICIPALITY
by the proper signing officers of)	
Halifax Regional Municipality)	
duly authorized on that behalf	)	per: _____
in the presence of	)	MAYOR
)	
)	
_____	)	per: _____
	)	MUNICIPAL CLERK

SCHEDULE "B"



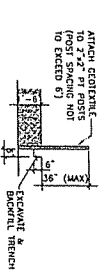
<p>LOT AREA = 117,029 SQ FT BUILDING AREA = 15,241 SQ FT PAVED AREA = 16,819 SQ FT</p>	
<p>RECREATION SPACE REQUIRED = 525 ± SQ YARDS AREA = 29,825 SQ FT PROVIDED = 83,189 SQ FT AREA</p>	
<p>PARKING PROVIDED P1 = 36 P2 = 17 OUTDOOR = 14 TOTAL = 72 SPACES PARKING RATE: 1.0/SUITE</p>	
<p>DATE: 11/17/08 SHEET: 08 OF 08 NO. DATE DESCRIPTION REVISIONS</p>	
<p>SCALE: 1" = 30'-0" DATE: MARCH 06 PROJECT: 200416</p>	
<p>WYATT ROAD 51 UNIT BUILDING</p>	
<p>WYATT</p>	

SCHEDULE "C"



1 SECTION THRU BERM
SCALE: 1/4"=1'-0"

1. BERM MATERIALS TO BE PLACED IN 1' LIFTS & COMPACTED TO 95% STANDARD PROCTOR.
2. REMOVE ALL ORGANIC MATERIAL FROM BERM.

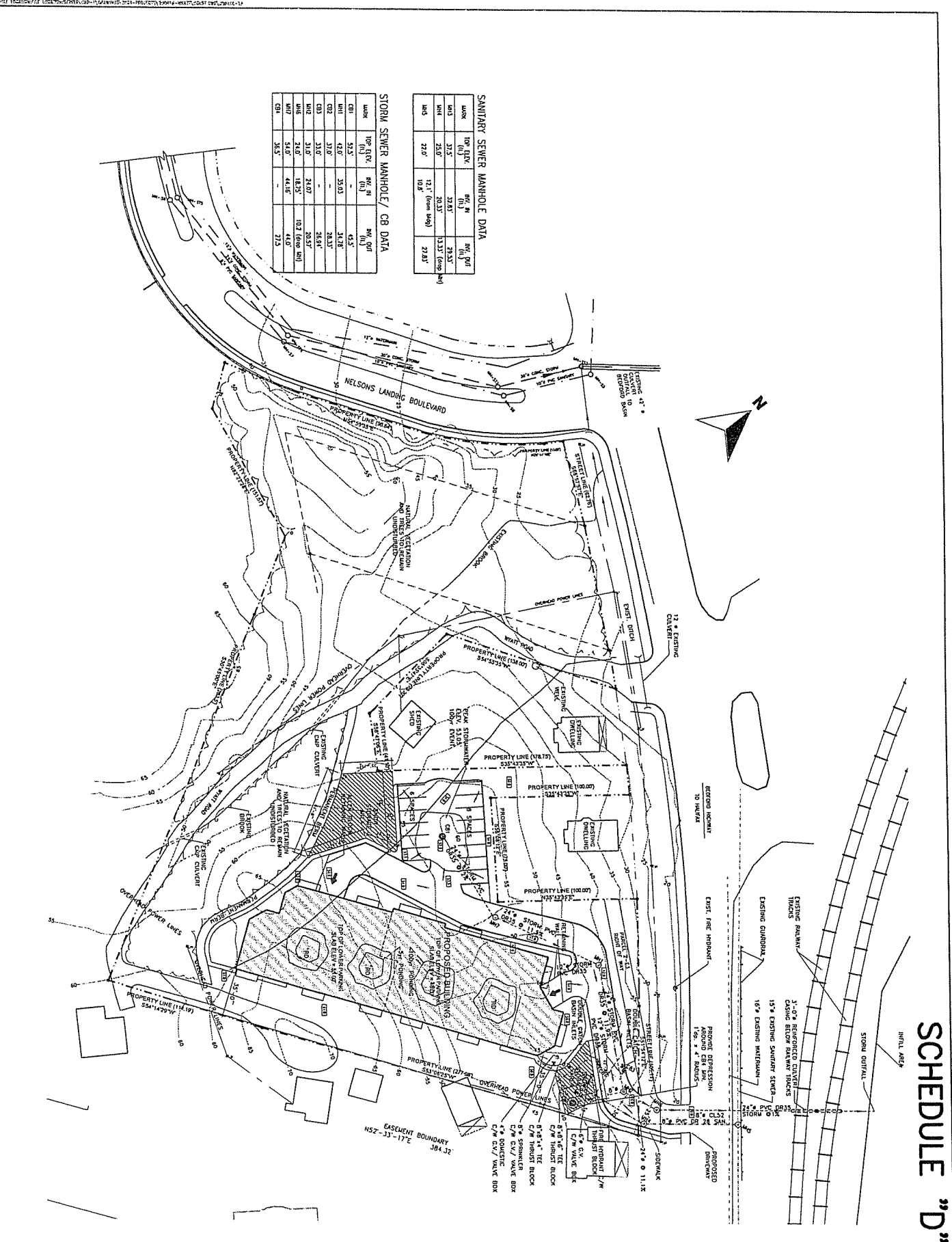


2 SECTION THRU SEDIMENTATION FENCE
SCALE: 1/4"=1'-0"

1. FENCE TO BE 27" HIGH WITH 1:1 SLOPE. POST SPACING NOT TO EXCEED 5'.
2. EXCAVATE & BACKFILL WITH SOIL.

<p>1. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.</p> <p>2. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.</p> <p>3. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.</p> <p>4. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.</p> <p>5. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.</p> <p>6. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.</p> <p>7. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.</p> <p>8. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.</p> <p>9. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.</p> <p>10. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.</p>		
NO.	DATE	DESCRIPTION
R E V I S I O N S		
<p>DATE: 03/11/2004</p> <p>SCALE: 1" = 30'-0"</p> <p>PROJECT: WYATT ROAD 51 UNIT BUILDING</p> <p>DATE: 03/11/2004</p>		
<p>WYATT ROAD 51 UNIT BUILDING</p> <p>EROSION/SEDIMENTATION CONTROL PLAN</p> <p>DATE: 03/11/2004</p>		
<p>SCALE: 1" = 30'-0"</p> <p>DATE: 03/11/2004</p> <p>PROJECT: WYATT ROAD 51 UNIT BUILDING</p>		
<p>DATE: 03/11/2004</p> <p>PROJECT: WYATT ROAD 51 UNIT BUILDING</p>		

SCHEDULE "D"



SANITARY SEWER MANHOLE DATA

MARK	TOP ELEV.	R/W	R/W	R/W
M01	31.2'	23.0'	12.1' (from Mark)	12.1' (from Mark)
M02	31.0'	20.2'	10.8'	27.8'
M03	31.0'	20.2'	10.8'	27.8'
M04	31.0'	20.2'	10.8'	27.8'

STORM SEWER MANHOLE / CB DATA

MARK	TOP ELEV.	R/W	R/W	R/W
M01	33.3'	35.0'	45.5'	45.5'
M02	33.0'	35.0'	45.5'	45.5'
M03	33.0'	35.0'	45.5'	45.5'
M04	33.0'	35.0'	45.5'	45.5'
M05	33.0'	35.0'	45.5'	45.5'
M06	33.0'	35.0'	45.5'	45.5'
M07	33.0'	35.0'	45.5'	45.5'
M08	33.0'	35.0'	45.5'	45.5'

WVMP
 WEST VIRGINIA MUNICIPAL PLANNING COMMISSION
 400 Park Drive, Suite 200, Mount West Virginia
 Phone: 202-241-1111
 Fax: 202-241-1112
 Website: www.wvmp.com

PROJECT: WHATT ROAD 51 UNIT BUILDING SITE SERVICES PLAN

DATE: MARCH 05

SCALE: 1" = 30'-0"

REVISIONS:

NO.	DATE	DESCRIPTION
1		REVISIONS

PROJECT NO.: 200414

DATE: MARCH 05

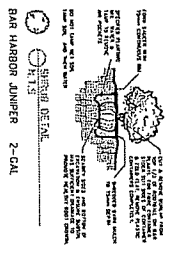
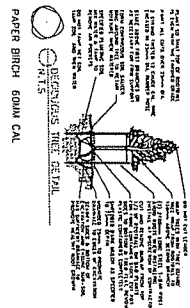
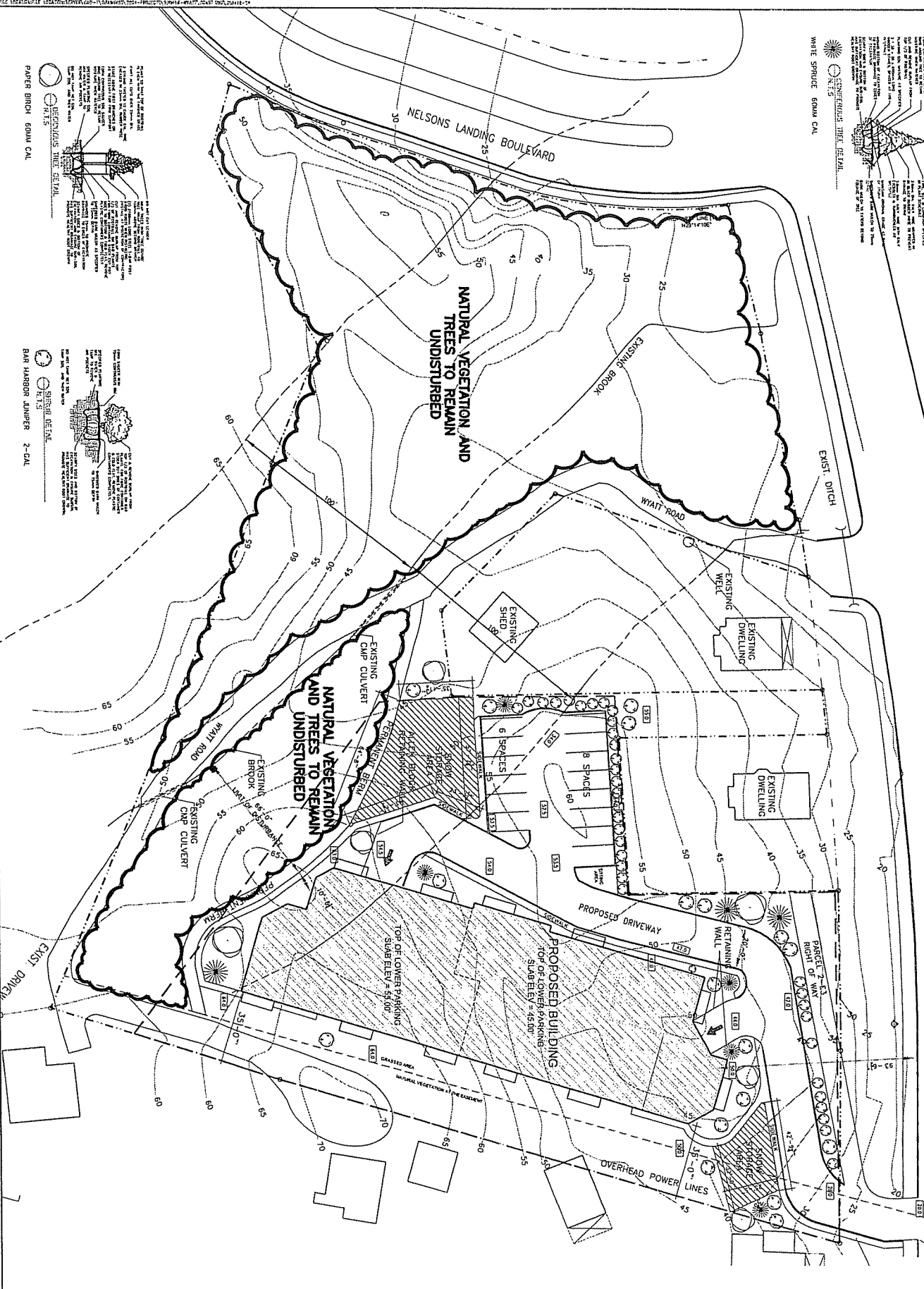
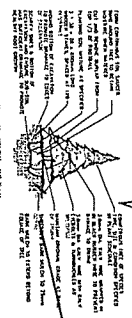
SCALE: 1" = 30'-0"

REVISIONS:

SP2

SCHEDULE "F"

BEFORD HIGHWAY
TO HALIFAX

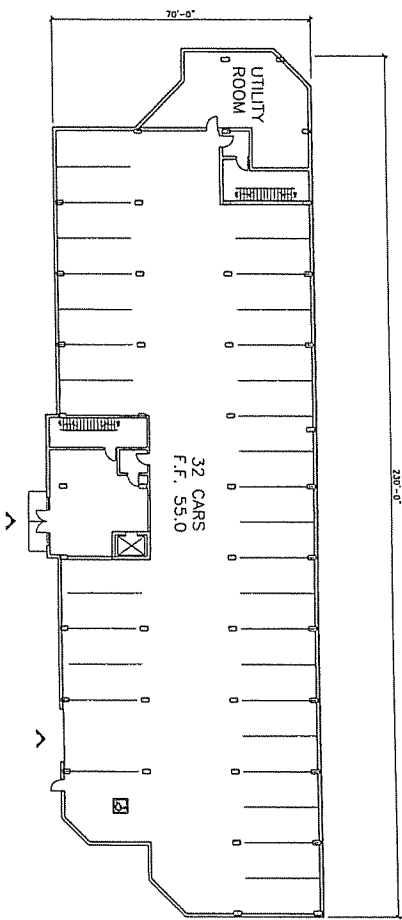


LOT AREA = 117,000 SQ. FT.	BUILDING AREA = 15,241 SQ. FT.	PAVED AREA = 16,619 SQ. FT.
RECREATION SPACE	REQUIRED = 575 X 51 UNITS	AREA = 29,319 SQ. FT.
PROVIDED = 81,189 SQ. FT.	AREA	
PARKING PROVIDED		
P1 = 25		
P2 = 25		
OUTDOOR = 11		
		72 SPACES
PARKING RATIO: 1.40/SUIT		

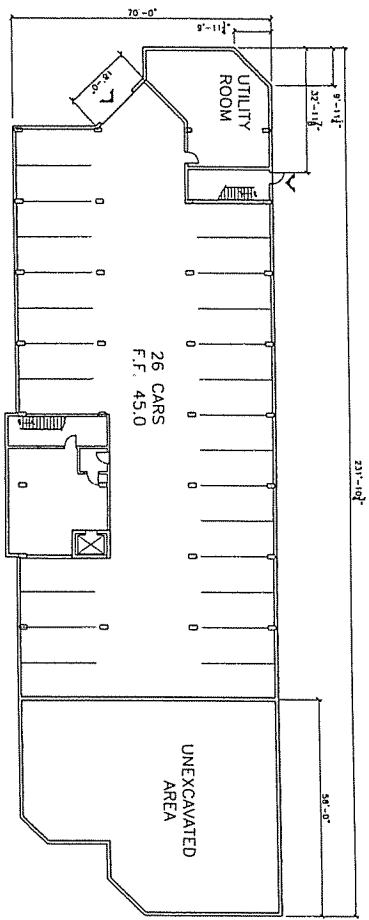
DATE: 11/27/06	DATE: 02/28/07	DATE: 03/07/07
NO. 1	NO. 2	NO. 3
REVISIONS		

PROJECT: 2000416	DATE: 06 MARCH 2006
SCALE: 1" = 20'-0"	
DRAWN BY: [Name]	CHECKED BY: [Name]
DESIGNED BY: [Name]	APPROVED BY: [Name]
PROJECT: 2000416	SP-1

SCHEDULE "G"



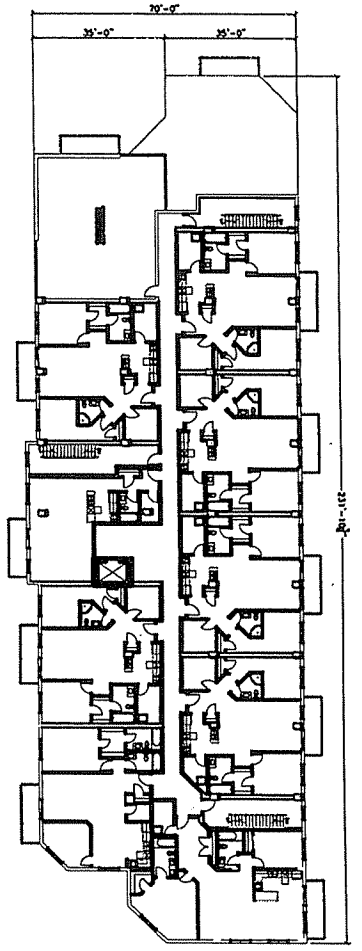
SECOND PARKING LEVEL



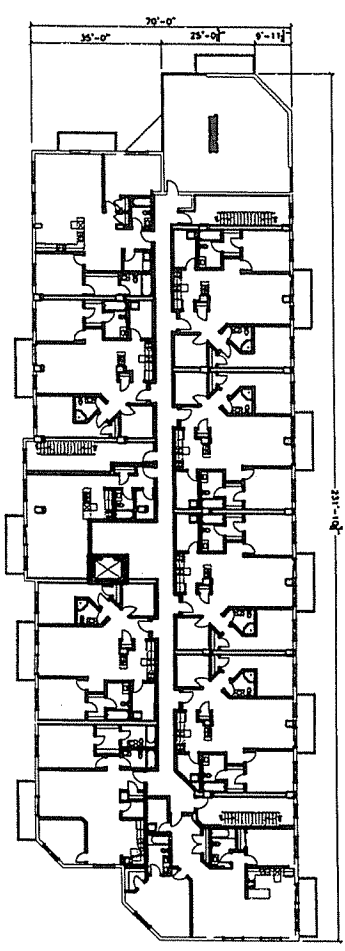
FIRST PARKING LEVEL

WMT WASHINGTON METRO TRANSIT AUTHORITY 400 PARKING DRIVE, FREDERICKSBURG, VA 22405 Phone: (540) 546-2000 Fax: (540) 546-2001 E-mail: wmt@wmta.com Website: www.wmta.com	
PROJECT:	
MOST UNIT BUILDING 51 UNITS	
WAIT ROOM, BEYOND	
TITLE:	
PARKING FLOOR PLANS	
AUTOCAD:	
SCALE: 1/16" = 1'-0" DATE: MAR 15, 2008	
DRAWN BY:	
CHECKED BY:	
PROJECT NO:	
DRAWING NO:	
REVISIONS:	
NO. DATE DESCRIPTION	
1 11/21/06 SITE/NOV REVISIONS	
NO. DATE DESCRIPTION	
1 01/08/08 CORRECTION	
2 03/11/08 REVISION 5	
DRAWN BY:	
CHECKED BY:	
PROJECT NO:	
DRAWING NO:	
DATE:	
2004-16	
A1	

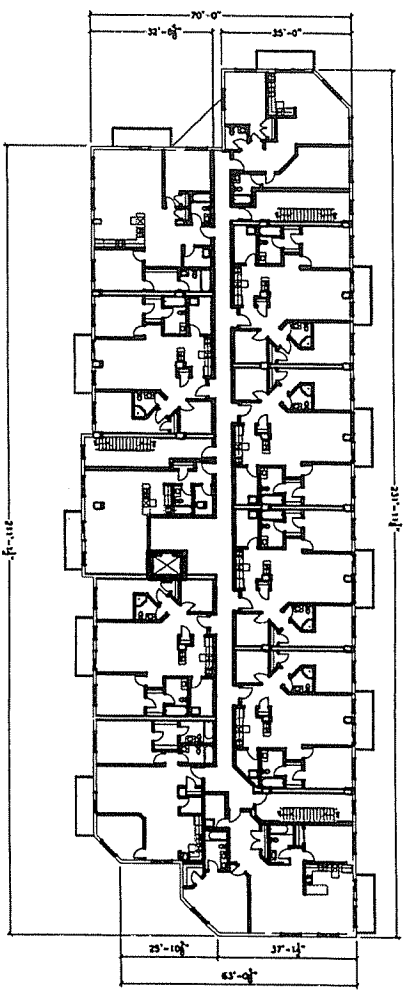
SCHEDULE "H"




FIFTH FLOOR



FOURTH FLOOR



FIRST, SECOND AND THIRD FLOORS

 <p>WVIT WEST VIRGINIA INSTITUTE OF TECHNOLOGY 4800 UNIVERSITY BLVD., MARTINSBURG, WV 26150 TEL: 304-293-7000 FAX: 304-293-7001 WWW.WVIT.WVNET.EDU</p>		<p>MULTI UNIT BUILDING 51 UNITS VINT MALL, KERRICK</p>							
<p>FLOOR PLANS</p>		<p>DATE: 1/18 - 1/19 SCALE: AS SHOWN PROJECT: 2004-16</p>							
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1/18/04</td> <td>ISSUE FOR PERMITS</td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	1	1/18/04	ISSUE FOR PERMITS	<p>A 2</p>	
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