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Item No. 3
North West Community Council
November 24, 2015

TO: Chair and Member of the North West Community Council

SUBMITTED BY: Original Signed

Bob Bjerke, Chief Planner & Director, Planning and Development

DATE: November 12, 2015

SUBJECT: **Case 17651: Development Agreement Correction, Inn on the Lake
development, 3009 Highway 2, Fall River**

SUPPLEMENTARY REPORT

ORIGIN

- Application by RIN Hospitality Investments Limited
- Original Staff Report dated February 6, 2015
- May 25, 2015 public hearing and approval of a development agreement

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that the North West Community Council:

1. Approve the corrected development agreement document for execution, as contained in Attachment A of this report; and
2. Require that the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval of said agreement by Council and any other bodies as necessary, including applicable appeal periods whichever is later; otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

BACKGROUND

On May 25, 2015, North West Community Council approved a development agreement to enable the addition of a multiple unit dwelling to the existing Inn on the Lake at 3009 Highway 2, Fall River. Council's decision was not appealed and the development agreement was signed by the property owner(s).

However, prior to execution of the agreements by the Municipality's signing officers, the following drafting errors were identified:

- Subsection 3.6.10(e) incorrectly references Subsection 2.8.2. Subsection 3.6.10(e) should reference Subsection 3.7.2;
- Subsection 3.7.8 incorrectly references Subsection 3.10.4. Subsection 3.7.8 should reference Subsection 3.9.4; and
- Section 2.2 is an empty definitions section with no definitions. Section 2.2 should be removed.

DISCUSSION

As a means of addressing the matters identified above, Attachment A includes a corrected development agreement document which rectifies the drafting errors. Attachment A (Subsection 3.7.10) also includes modifications to enable offsite parking for the proposal as requested and approved by North West Community Council in their May 15, 2015 motion. In addition, the staff recommendation includes a new 120 day timeframe within which the property owner must sign the corrected agreement.

It is important to note the required corrections have no effect on the intent of the development agreement that was approved by Community Council. None of the changes require a new public hearing and Community Council is able to approve the corrections to the development agreement by resolution.

If Community Council approves the staff recommendation, the corrected agreement must be signed by the property owner(s) and then the Agreement may be authorized for execution by the Municipality's signing officers.

FINANCIAL IMPLICATIONS

There are no financial implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved 2015/16 budget with existing resources.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy and is described in the February 6, 2015 staff report.

ENVIRONMENTAL IMPLICATIONS

No additional concerns have been identified beyond those raised in the original staff report.

ALTERNATIVES

1. North West Community Council may choose to propose modifications to the correction agreement. Such modifications may require further negotiations with the Developer, and may require a supplementary report and/or an additional public hearing. A decision of Council to approve the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the correction agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Attachment A Corrected Development Agreement – Inn on the Lake development as approved by Community Council on May 25, 2015

The original staff reports and development agreement can be found at:
<http://www.halifax.ca/Commcoun/central/documents/150525nwcc811.pdf>

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902-490-4210, or Fax 902-490-4208.

Report Prepared by: Andrew Bone, Senior Planner, Development Approvals, 902-490-6743

Original Signed

Report Approved by: _____
Kelly Denty, Manager of Development Approvals, 902-490-4800

Attachment A
Corrected Development Agreement
Inn on the Lake development as approved by Community Council on May 25, 2015

THIS AGREEMENT made this _____ day of _____, 20____,

BETWEEN:

[Insert Name of Corporation/Business LTD.]

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 3009 Highway 2, Fall River and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for the addition of a multiple unit dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy(ies) P-68 and P-155 of the Planning Districts 14 and 17 Municipal Planning Strategy and Section 3.6(c) of the Planning Districts 14 and 17 Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on May 25, 2015, referenced as Municipal Case Number 17651;

AND WHEREAS the North West Community Council of Halifax Regional Municipality, at its meeting on the **[INSERT DATE]**, confirmed corrections to this agreement and extended the timeframe for signature of this agreement;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Planning Districts 14 and 17 and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

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

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

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

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

1.6 Provisions Severable

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

1.7 Acknowledgement

The Developer agrees that additional information is required, such as, but not limited to, a receiving waters study, detailed Highway 2 turning lane design, and information related to water withdrawals, and it is to be provided at the time of permitting to the appropriate agencies. Further the Developer agrees that

the results of such information may require a reduction in the number of dwelling units, and/ or a reduction in the mass of the building. All consequences and costs resulting from this information shall be the responsibility of the developer.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 17651:

List all applicable Schedules:

Schedule A	Legal Description of the Lands
Schedule A-1	Map of the Lands
Schedule B	Site Plan (ver. 112)
Schedule C	Floor Plans (August 3 2012)
Schedule D	Building Elevations

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of any municipal Permits, the Developer shall:

- (a) Provide the Development Officer with a copy of all permits from Nova Scotia Environment relating to the discharge of effluent to Lake Thomas and the expansion or replacement of the existing sewage treatment plant.
- (b) Provide the Development Officer with a copy of all permits from Nova Scotia Environment relating to the withdrawal of water from Lake Thomas and the provision of potable water.
- (c) Provide copies of the engineering design for the northbound left-hand turning lane on Highway 2 for the main entrance and approvals from Nova Scotia Transportation and Infrastructure Renewal for its construction. The design shall meet the requirements of Nova Scotia Transportation and Infrastructure Renewal and the Halifax Regional Municipality. The Developer shall be responsible for all costs associated with the design and construction of the left hand turning lane.
- (d) Delineate riparian buffers areas and watercourse buffers as required by this agreement. These areas shall be identified with snow fence, prior to any site preparation (i.e. tree cutting, and excavation activity). The Developer shall provide confirmation to the Development Officer that watercourse buffers have been appropriately marked. Such demarcations shall be maintained by the Developer for the duration of the construction and may only be removed only upon the issuance of an Occupancy Permit unless otherwise directed by the Development Officer.

3.2.2 Prior to the issuance of a Development Permit, the Developer shall consolidate all lands subject to this agreement (PID#00526871 and 40500449) in to a single parcel.

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

- (a) Lighting Plan in accordance with Section 3.8 of this Agreement.
- (b) Landscaping Plan in accordance with Section 3.9 of this Agreement.

- (c) Stormwater Plan in accordance with Section 4.7.1 of this Agreement.
- (d) Left hand turning lane detailed design in accordance with Section 4.8.1 of this agreement.
- (e) Erosion and Sedimentation Control Plan in accordance with Section 5.1.2 of this Agreement.

3.2.4 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan;
- (b) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Lighting Plan;
- (c) Final approval from Nova Scotia Environment for the commissioning of the sewer treatment plant;
- (d) Final approval from Nova Scotia Environment for the commissioning of water treatment plant; and
- (e) Completion and take-over of required off-site infrastructure such as left hand turning lane on Highway 2.
- (f) Written confirmation that the Developer has removed the existing parking located on NS Transportation and Infrastructure Renewal lands as required in Clause 3.7.8.

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

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

- (a) existing hotel restaurant and pub and accessory facilities as permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Planning Districts 14 and 17 as amended from time to time; or
- (b) Option A or B as identified below subject to the terms and conditions of this agreement:

	Existing	Option A (maximum)	Option B (maximum)
Hotel	39 units	41 units	0 units
Restaurant	1,309 sq. ft. 70 seats	1,309 sq. ft. 70 seats	1,309 sq. ft. 70 seats
Restaurant (Outdoor Patio)	8,073 sq. Ft. 100 seats	600 sq. ft. 30 seats	600 sq. ft. 30 seats
Lounge	713 sq. Ft. 38 seats	713 sq. Ft. 38 seats	713 sq. Ft. 38 seats
Meeting Rooms (4)	377, 464, 945, & 450 sq. Ft.	0	0
Commercial Uses	0	1,395 sq. ft.	1,395 sq. ft.
Multiple Unit Residential Dwelling Units	0	75	91
Stand Alone Residential Unit (Garage)	0	1	1

3.3.2 Commercial space shall mean retail stores, service and personal service uses, offices, health and wellness centres, medical and dental clinics, or craft shops as defined in the Planning Districts 14 and 17 Land Use By-law.

3.4 Phasing

3.4.1 The Development Officer may permit the establishment of any of the options identified in Section 3.3, however all uses established must comply with the specific option.

3.5 Siting and Architectural Requirements

Siting

3.5.1 The building's siting, bulk and scale shall comply with Schedule B and the following:

- (a) lot coverage (including underground parking) shall not exceed 35%;
- (b) the building shall be setback from the lot lines as shown on Schedule B, and as follows:
 - i. front yard minimum 10 meters;
 - ii. side yard (adjacent Highway 102 ramp) minimum 10 meters;
 - iii. side yard (adjacent Mill Run) minimum 20 meters
 - iv. rear yard (Lake Thomas) minimum 20 metres
- (c) all portions of the building which are below grade are to be located as indicated on the Schedules;
- (d) the maximum height of the building shall not exceed six stories facing Lake Thomas. For the purposes of this agreement a storey shall not exceed 12 feet (3.65m) floor to floor with the exception of the top floor which shall not exceed 18 feet (5.48m) including roof structure; and
- (e) the Development Officer may permit minor changes to the siting of the building provided the intent and all other specific provisions of this Agreement have been adhered to.

Conversion of Garage

3.5.2 The conversion of the garage or portions of the existing garage to an individual residential dwelling unit is permitted subject to there being no enlargement of the building and that any external modifications are consistent with the architectural design of the main building.

Conversion or alteration of the existing Inn on the Lake Building

3.5.3 The Development Officer shall permit the exterior and interior alteration of the existing Inn on the Lake building provided all other intents of this agreement are met. Exterior alterations shall be permitted provided the renovations maintain a similar architectural style as the existing Inn on the Lake building or the new building as identified in this agreement.

Structures in Riparian Buffer

3.5.4 The continued use, maintenance, repair and replacement of the existing gazebo and deck (2100 sq ft (195.1m²)) and other accessory buildings within the riparian buffer shall be permitted to a maximum of their current extents. Should an above ground structure be required for the sewage treatment plant, the structure shall not exceed 20 feet in height and not exceed 1200 square feet (111.48m²) in area. The sewage treatment plant shall be located as generally shown on Schedule B. The sewage treatment plant shall be treated with similar architectural detail as the main building. Notwithstanding Schedule B, a crusher dust, gravel or paved pathway/driveway shall be permitted to be constructed from the sewer treatment plant to the adjacent parking lot. The driveway/path shall be one-way and shall not exceed the 10 feet (3.0m) in width.

Architectural Requirements

Entrances:

3.6.1 The main entrances to building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. At least one main door shall face the Highway 2. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

Rear and side facades:

3.6.2 Architectural treatments shall be continued around all sides of the building as identified on the Schedules.

Exposed Foundation

3.6.3 Any exposed foundation in excess of 2 feet (0.6m) in height and 20 square feet (1.85 m²) in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

Building Materials:

3.6.4 Exterior building materials shall not include vinyl siding but may include any one or more of the following:

- wood shingles;
- clay masonry;
- non-combustible cladding;
- concrete split face masonry;
- cut stone masonry;
- random stone masonry;
- decorative trim elements (various materials); or
- acceptable equivalent in the opinion of the Development Officer.

Functional Elements:

3.6.5. 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.

3.6.6 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Highway 2 and Highway 102.

Awnings:

3.6.7 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.

Commercial Storefronts

3.6.8 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along facades to provide shelter, and encourage pedestrian movement.

Mechanical and Rooftop Equipment:

3.6.9 Buildings shall be designed such that the mechanical systems and rooftop equipment (HVAC, exhaust fans, telecommunications equipment, elevator equipment, etc.) are not visible from public view. 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.

Powers of the Development Officer:

3.6.10 The Development Officer may permit changes from the schedules in relation to siting and layout of buildings and parking, provided the change is minor and furthers the intent of the agreement. Minor shall be considered:

- (a) increase in the building footprint by 5 percent provided the requirements identified in Clause 3.5.1 are met;
- (b) decrease in the building footprint by 20 percent provided the requirements in Clause 3.5.1 are met;
- (c) variation in the siting of the building by 6 meters (20 feet) provided required setbacks are met;
- (d) variation to floor plans and the placement of land uses within the buildings provided all other intents of the agreement are met;
- (e) reconfigurations of the parking layout and underground parking access not including a reduction in parking spaces below that required by Section 3.7.2; and

- (f) enlargement of underground parking beyond that permitted in 3.6.10(a) and (c) which do not result in significant alteration to (a) the building; (b) the grades of the site; and (c) intrusion into the required setbacks.

3.6.11 The Development Officer may permit minor changes to the architectural details shown on Schedule D, provided the change is minor and furthers the intent of the agreement. Minor changes are:

- (a) the relocation of windows and other openings;
- (b) the substitution of equivalent materials;
- (c) alteration of architectural details which do not significantly impact the overall look of the building;

3.7 PARKING, CIRCULATION AND ACCESS

3.7.1 The parking area shall be sited as shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on the plans.

3.7.2 The Developer shall provide a minimum of 165 parking spaces as identified on the plans. A minimum of fifty percent of these spaces shall be provided in underground parking. Each residential unit shall be assigned a minimum of one parking space per unit and there shall be one visitor parking space per every 10 units. The residential unit and visitor parking shall be clearly identified by signage. The remainder of parking spaces may be used for hotel, restaurant, lounge and retail land uses or for residential overflow parking. Reduced size parking spaces may be permitted in the underground parking area as shown on the plans.

3.7.3 The parking area shall be hard surfaced with asphalt or concrete. A portion of the parking area shall be permitted to be pervious pavement as per Section 5.4.1.

3.7.4 The limits of the parking area shall be defined by fencing or landscaping or curb.

3.7.5 The developer shall be responsible for the construction of a concrete walkway from the north entrance of the multiple unit dwelling to Highway 2 north of the access driveway. The slope of the walkway shall be designed to be appropriate for pedestrian activity and be a minimum of 1.5 m wide.

3.7.6 The Developer shall be responsible for the construction of a walkway system within the site. The system shall connect all external entrances/exits with each other and shall follow the pedestrian flows identified on Schedule B. The system shall be constructed to the following minimum standard:

- a) Walkway minimum width: 1.5 m
- b) Material: crusher dust, gravel, asphalt or concrete
- c) Designed in a manner that enables natural drainage and minimizes the risk of the walkway washing out due to resulting drainage.

3.7.7 Should NS Transportation and Infrastructure Renewal require parking areas within 10m of their Highway 102 infrastructure to be removed, the developer shall remove the subject parking spaces. Should the developer reduce the number of parking spaces below 165, additional parking spaces shall be provided on the subject lands.

3.7.8 The Developer shall be responsible for the removal of existing parking located on NS Transportation and Infrastructure Renewal lands adjacent the highway ramps at Highway 102 prior to Occupancy Permits being issued for residential dwelling units. The Developer shall remove all existing pavement to the extents of the Developers property, ensure there is adequate topsoil for the establishment of grass, establish an appropriate grade and landscape the area with grass seed or sod. The Developer shall be responsible for all costs. The Developer shall coordinate this activity through the Development Officer and Nova Scotia Transportation and Infrastructure Renewal. Removal of the parking area shall be eligible for securities retention under Clause 3.9.4. Prior to the issuance of an occupancy permit, the Developer shall provide

written confirmation from Nova Scotia Transportation and Infrastructure Renewal that the removal of the parking and subsequent landscaping meets their needs.

- 3.7.9 The underground parking access and access driveway from the parking lot shall be relocated so that it is outside the riparian buffer shown on Schedule B. The Development Officer shall permit all reasonable variations to the Schedule necessary to ensure compliance with this clause.
- 3.7.10 The Developer may provide off-site parking within 121.9 m (400 feet) of the Lands provided the parking area is situated in the same zone.

3.8 OUTDOOR LIGHTING

- 3.8.1 A Comprehensive Exterior Lighting Plan, prepared by a qualified professional, shall be submitted as part of any development to ensure compliance with Part 4.2.3 of the Planning Districts 14 and 17 Land Use By-law. The Lighting Plan shall be designed in accordance with the following:
- (a) lighting devices shall be designed to direct light to driveways, parking areas, loading area, building entrances and walkways and arranged to divert the light away from streets, adjacent lots and buildings;
 - (b) different luminaries that are purpose oriented (e.g. flush mount lighting for building accent, ground-oriented lighting along pathways) shall be selected to provide a coordinated appearance and to light pedestrian pathways, parking spaces, driving aisles, building and site entrances and other relevant site features;
 - (c) all outdoor lighting equipment shall comprise full cut-off fixtures that are properly shielded and downward directed to ensure light does not spillover onto adjacent properties;
- 3.8.2 Prior to the issuance of an occupancy permit, the Developer shall provide certification by a qualified professional, that site lighting has been installed in conformance with the Lighting Plan.

3.9 LANDSCAPING

- 3.9.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

Landscape Plan

- 3.9.2 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of this agreement. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

Compliance with Landscaping Plan

- 3.9.3 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.
- 3.9.4 Notwithstanding Section 3.9.3, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works with the exception of sodding between Lake Thomas and the addition to the existing building) and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all

costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

Detailed Requirements

- 3.9.5 The developer shall remove the portion of parking lot located on Nova Scotia Transportation and Infrastructure Renewal lands at Highway 102. Once removed, the disturbed area shall be landscaped with soil and sod or seed as per Clause 3.7.8.
- 3.9.6 The developer shall design a tree planting program which will minimize the visual impact of the addition to the existing building. The tree planting program shall be applied on the east, south and west sides of the site. Where existing tree screening is provided, additional tree planting is not required.
- 3.9.7 All trees provided shall be a minimum height of 1.52 m (5 ft) and a minimum diameter of 5 centimeters (1.96 inches).
- 3.9.8 The Developer shall ensure that landscaping is provided on all disturbed areas including the stabilization of the area adjacent to Lake Thomas and Mill Run. The developer shall landscape disturbed areas between Lake Thomas and the addition to the existing building with grass sod. All sodding shall be completed prior to the Occupancy Permit being issued as per Clause 3.9.4.

3.10 AMENITY SPACE FOR MULTIPLE UNIT DWELLING UNITS

3.10.1 A recreational space shall be a space set aside for recreational purposes such as common recreational areas: play areas, recreational rooms, roof decks, swimming pools and tennis courts. A recreational space shall have no dimension less than thirty (30) feet and a minimum of 50 percent of the outdoor recreational space shall have grades between 0-8 percent. Outdoor recreation space shall be permitted within the riparian buffer. A minimum of 1500 square feet of interior building space shall be dedicated to common recreational space. A minimum of 1500 square feet of roof top deck shall be provided as common recreational space. The minimum amount of recreation space shall be calculated based on the following multiple unit dwelling types:

a)	One Bedroom, Bachelor or Bedsitting	200 Sq.Ft
b)	Two Bedroom	575 Sq.Ft.
c)	Three Bedroom	950 Sq.Ft.
d)	Four or More Bedrooms	1,325 Sq.Ft.

3.11 MAINTENANCE

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

Reinstatement

3.11.2 All disturbed areas shall be reinstated to original condition or better.

3.12 SIGNS

3.12.1 The sign requirements shall be accordance with the Planning Districts 14 and 17 Land Use By-law as amended from time to time.

3.13 SCREENING

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

3.13.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Highway 102 and Highway 2. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.14 HOURS OF OPERATION

3.14.1 The restaurant function on the exterior patio shall be permitted to operate between the hours of 7:00 am and 10:00 pm.

3.14.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 10:00pm.

3.14.3 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

PART 4: STREETS AND MUNICIPAL SERVICES

General Provisions

4.1.1 All design and construction of primary and secondary service systems 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.

Off-Site Disturbance

4.2.1 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.

Outstanding Site Work

4.3.1 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 securities shall consist of a security deposit in the amount of 110 percent 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 renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

On-Site Water System

4.4.1 The Lands shall be serviced through a privately operated on-site water distribution system. Prior to a construction permit, the developer shall provide the Development Officer a copy of permits, licences, and approvals required by the NS Environment respecting the design, installation, construction of the on-site water system to withdraw water from Lake Thomas. . In accordance with Section 3.2, no permits shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by the NS Environment respecting the design, installation, construction of the on-site water system.

On-Site Sanitary System

4.5.1 The Lands shall be serviced through privately owned and operated sewer systems and treatment facilities. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Labour and any other relevant agency, a design for all private sewer systems. In accordance with Section 3.2, no permits shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by the NS Environment respecting the design, installation, construction of the on-site sewer system.

Solid Waste Facilities

- 4.6.1 The building shall include designated space for five stream (refuse, recycling and composting) source separation services in accordance with By-law S-600 as amended from time to time. 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.
- 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 or masonry walls with suitable landscaping. Loading areas shall be shown on the plans submitted for permitting.
- 4.6.3 All refuse and recycling materials shall be contained within a building, 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 or masonry walls with suitable landscaping.

Stormwater Management Plan

- 4.7.1 The Developer shall provide a design of storm drainage system by a qualified professional. The plan shall be provided to the Development Officer and reviewed by NS Transportation and Infrastructure Renewal and the Development Engineer.

Highway No. 2 Improvements

- 4.8.1 Improvements to Highway No. 2 will be required by the Development Engineer and Nova Scotia Transportation and Infrastructure Renewal (NSTIR). The detailed design for these improvements shall be submitted to the Municipality with the application for a construction permit. The design and construction of the proposed improvements shall meet the requirements of the Municipality, NSTIR and all other relevant agencies or utilities. The Developer will be responsible for all costs related to the improvements and associated works including but not limited to design and construction.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

- 5.1.1 All private 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.

Erosion and Sedimentation Control and Grading Plans

- 5.1.2 Prior to the commencement of any onsite works on the Lands, including earth movement 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 a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.
- 5.2.1 Construction materials and other wastes shall not be burned, buried, or discarded on the Lands.
- 5.2.2 The Developer agrees to observe and comply with the provisions of the Topsoil By-law, and further agrees not to commence any disturbance or removal of topsoil, trees, vegetation, excavation, grading or other site work on the Lands until a permit has been issued by the Municipality pursuant to the Topsoil By-law.
- 5.2.3 The Developer agrees to install stormwater treatment devices to remove oil and grit from stormwater prior to discharge from the site. These devices shall be appropriately sized and installed. The Developer shall be responsible for the maintenance and continued operation of these devices.
- 5.2.4 The Developer shall store any accumulated snow on the paved parking area such that the run-off is directed to the storm treatment device. No snow shall be stockpiled on landscaped areas.

Riparian Buffers

- 5.3.1 Riparian Buffers shall be provided as required in the Planning District 14 and 17 Land Use By-law with the exception of the following:
- (a) The sewage treatment plant and related driveway are permitted to be established as shown on Schedule B subject to Section 3.5.4; and
 - (b) The parking area and walkway adjacent Mill Run are permitted to be established as shown on Schedule B.
 - (c) The establishment of a 1.5 m pathway and outdoor fitness stations within the buffer as identified on Schedule B.
 - (d) Notwithstanding Schedule B, an access driveway shall be permitted east of the existing garage connecting the parking lot adjacent Mill Run with the parking and access driveways located to the south of the existing garage.
- 5.3.2 The pool as shown on Schedule B shall be relocated so that it outside the Riparian buffer shown on Schedule B.
- 5.3.3 The underground parking access and access driveway from the parking lot shall be relocated as per Section 3.7.9.

Pervious Surface

- 5.4.1 Fifty (50) percent of the site shall be pervious surface capable of absorbing storm water. Pervious surface includes natural landscaped areas and pervious pavement.

Floodplains

- 5.5.1 The developer shall identify on all site plans the 1 in 100 year floodplain for Lake Thomas and Mill Run. All buildings shall be located outside the 1 in 100 year floodplains. All residential floor elevations and openings for residential units shall be located above the 1 in 100 year floodplain.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
- (b) The length of time for the completion of the development as identified in 7.4 of this Agreement;
- (c) The reduction in the mass of the building and associated works beyond what is permitted by this agreement.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

7.2 Subsequent Owners

7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.

7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within five years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building expansion.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

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

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Planning Districts 14 and 17, as may be amended from time to time.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after seven years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer

hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;

- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

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

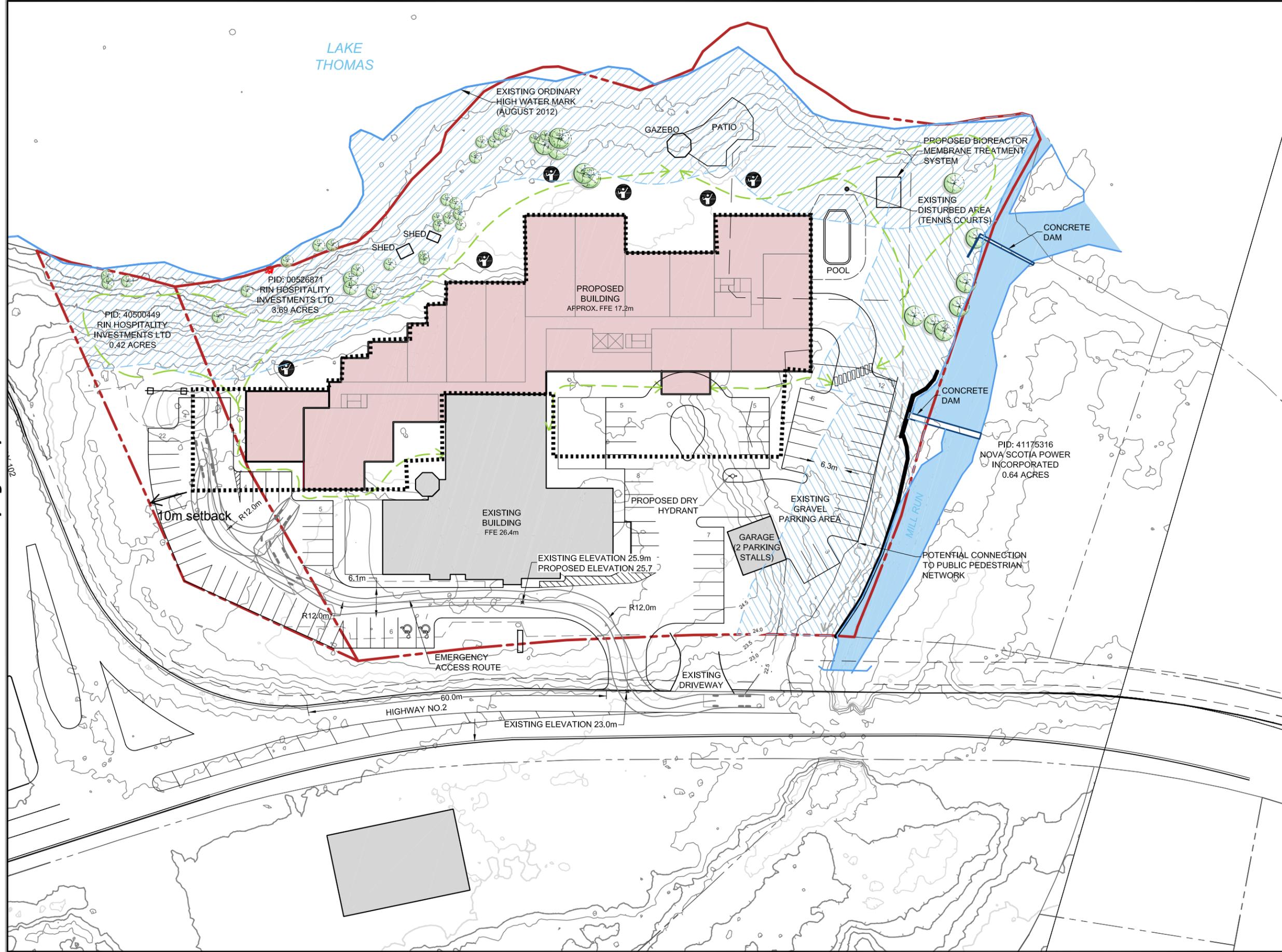
=====
HALIFAX REGIONAL MUNICIPALITY

Witness

Mayor

Witness

Municipal Clerk



LEGEND

- Site Boundary
- Adjacent Property Boundary
- Watercourse
- 20 Metre Buffer
- Pedestrian Flow
- Outdoor Fitness Stations
- Existing Trees

SITE SUMMARY:

- Land Area (Total) - 4.0 Acres (16,149 m²)
- Reduced access way lane width as per National Building Code Section 3.2.5.6 1 (A) 'Access Route Design'

Underground Parking Area

VEHICLE PROFILE:

HRM-Platform meters

Width	: 2.54
Track	: 2.30
Lock to Lock Time	: 6.0
Steering Angle	: 40.0

PARKING PROVIDED:

UNDERGROUND	
STANDARD	100
BARRIER FREE	3
SURFACE	
STANDARD	82
BARRIER FREE	3
TOTAL	187

SOURCES:

- Service Nova Scotia property mapping.
- Aerial photography.
- NSPI Registered Easement
- Surveyor's Certificate by Allan M. Hunter (Hunter Surveying Ltd) dated March 31, 1988.
- GENIVAR Survey 'DA11372580.DWG' conducted on August 13, 2012

Designer: Iain Grant
 Planner: Kristin O'toole

VERSION
112

SITE PLAN

INN ON THE LAKE
 November 28, 2013 DA11372-112

SCALE **NORTH**

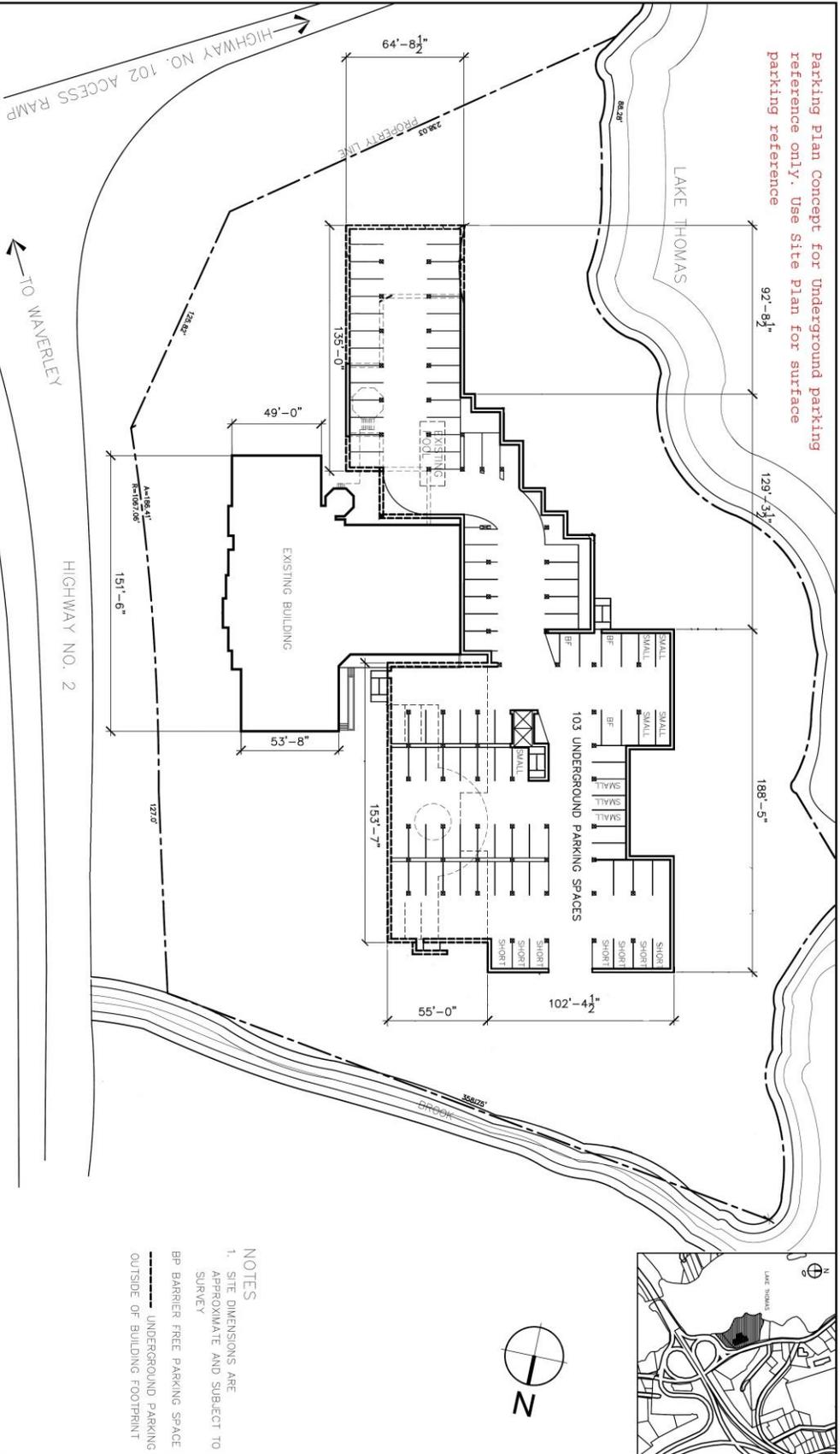
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GENIVAR

1 SPECTACLE LAKE DRIVE
 DARTMOUTH, NOVA SCOTIA
 CANADA, B3B 1X7
 PHONE: 902 835-9955 ~ FAX: 902 835-1645
 WWW.GENIVAR.COM

Schedule C- Floor Plans

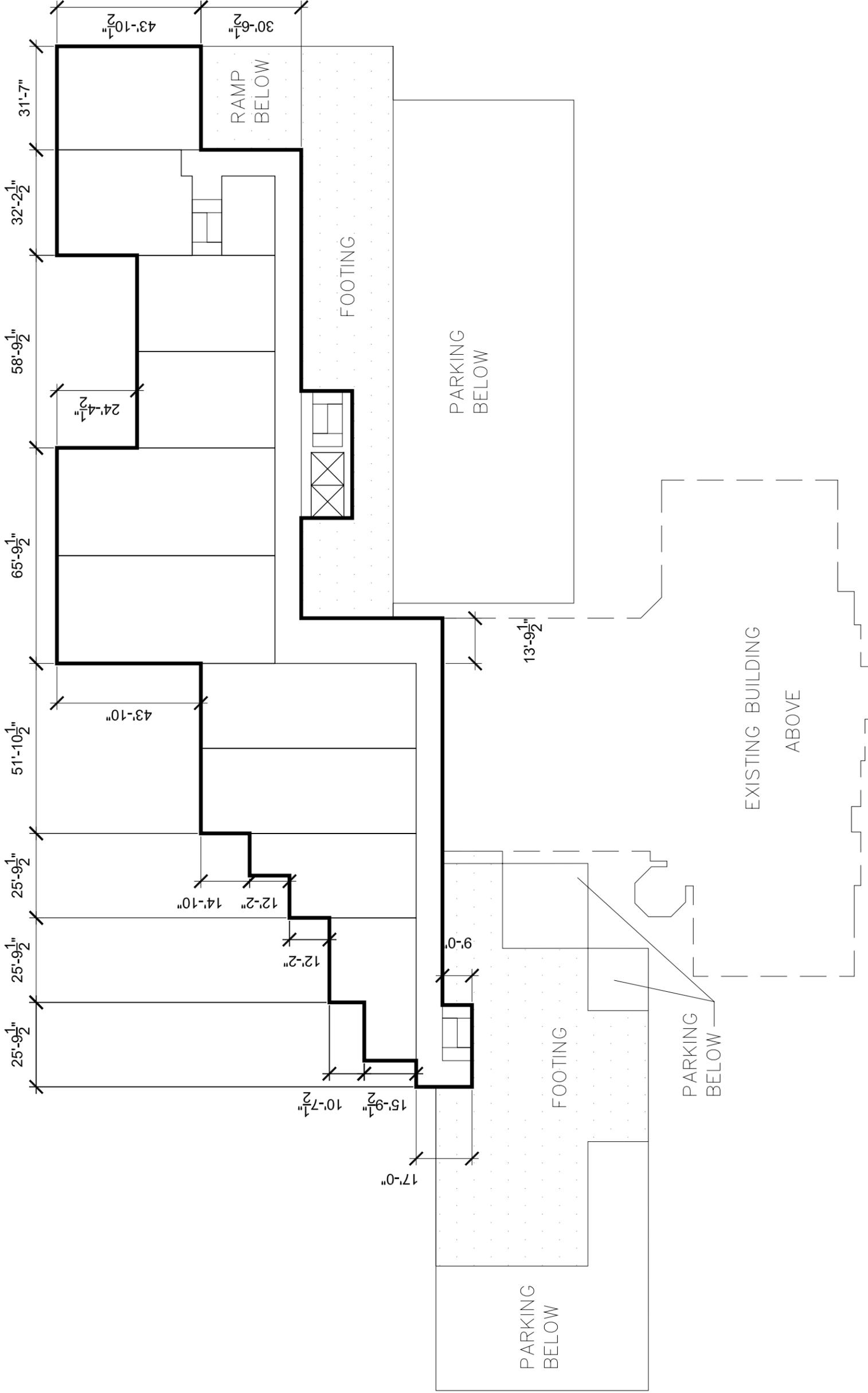
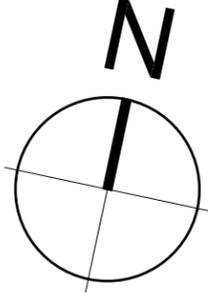
Parking Plan Concept for Underground parking
 Reference only. Use Site Plan for surface
 parking reference



NOTES
 1. SITE DIMENSIONS ARE
 APPROXIMATE AND SUBJECT TO
 SURVEY
 BP BARRIER FREE PARKING SPACE
 ----- UNDERGROUND PARKING
 OUTSIDE OF BUILDING FOOTPRINT

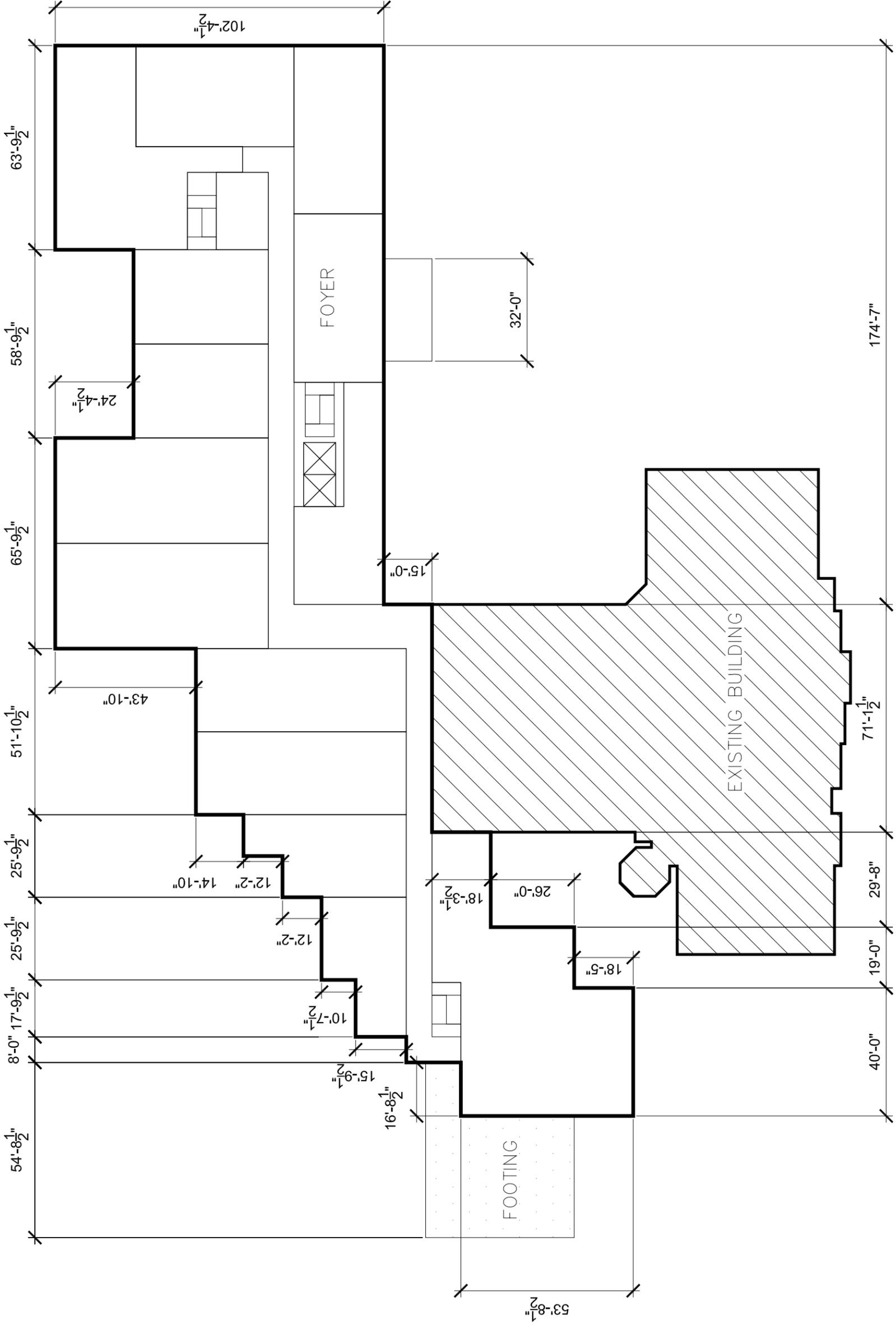
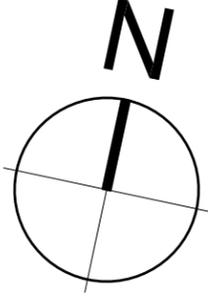
Based on Drawing No. SK-01.3 by		DRAWING TITLE nycum + ASSOCIATES 5555 Finch Ave. East, Unit 100, Markham, ON L3R 0Y7 Tel: (905) 477-1111 Fax: (905) 477-1112	
UNDERGROUND PARKING PLAN CONCEPT		DATE SCALE 1" = 50'-0"	PROJ. NO. DRAWN
		DRAWING NO.	

Schedule C- Floor Plans



<p>5555 Young Street Halifax NS Canada B3K 1Z7 p: 902.454.8617 f: 902.454.8620 e: mail@nycum.com</p>	PROJECT 0609 PROPOSED LIFESTYLE CONDOMINIUMS INN ON THE LAKE FALL RIVER, NS	DRAWING TITLE <h2>LEVEL 0 PLAN CONCEPT</h2>	DATE 23 AUGUST 2012 SCALE 1/32" = 1'-0"	PROJ. NO. 0609 DRAWN JDW	DRAWING NO. SK-05.1
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Schedule C- Floor Plans



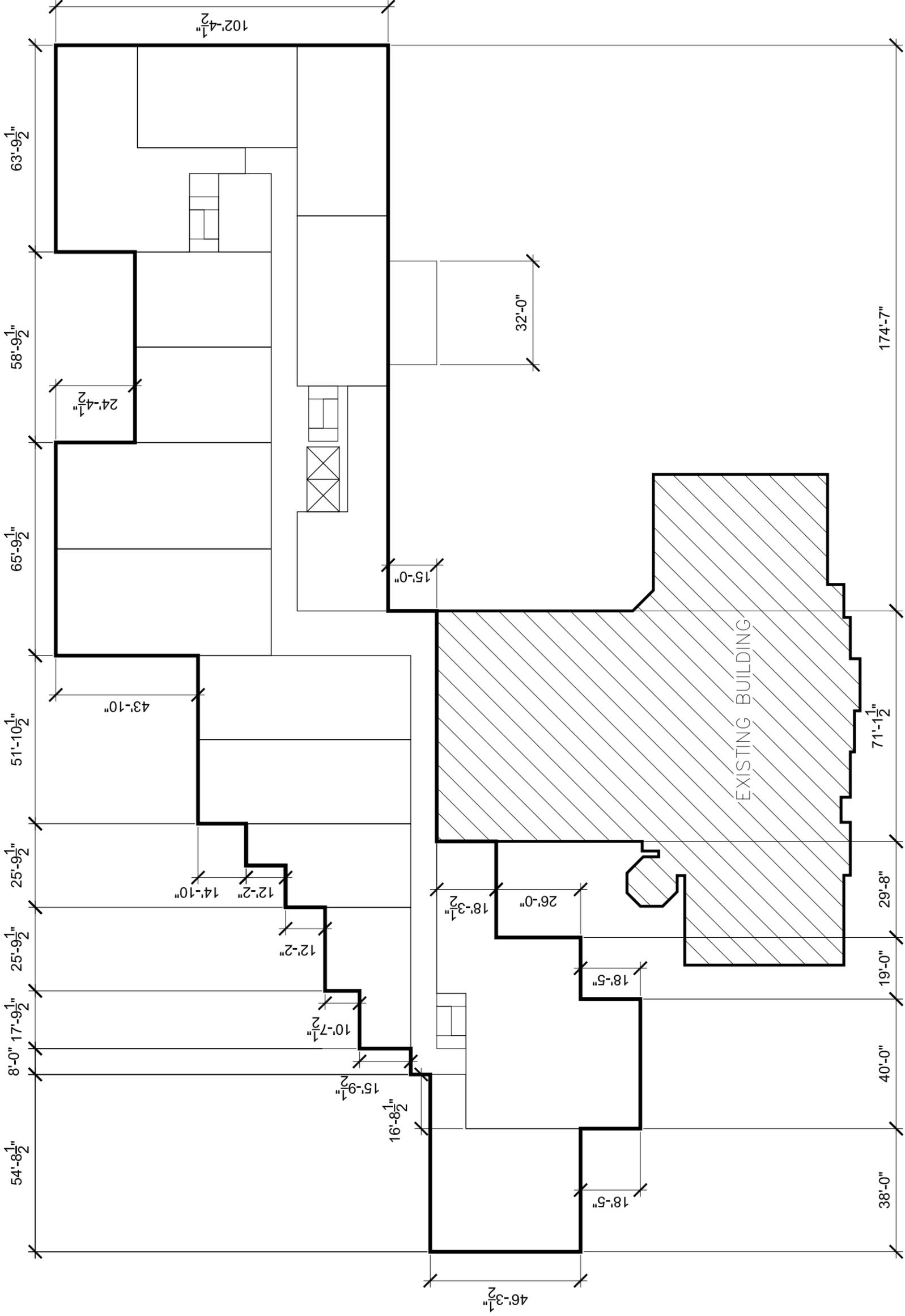
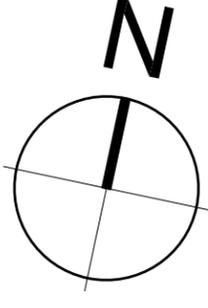
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23 AUGUST 2012	0609	SK-05.2
SCALE	DRAWN	
1/32" = 1'-0"	JDW	

LEVEL 1 PLAN CONCEPT

PROJECT 0609
 PROPOSED LIFESTYLE CONDOMINIUMS
 INN ON THE LAKE
 FALL RIVER, NS

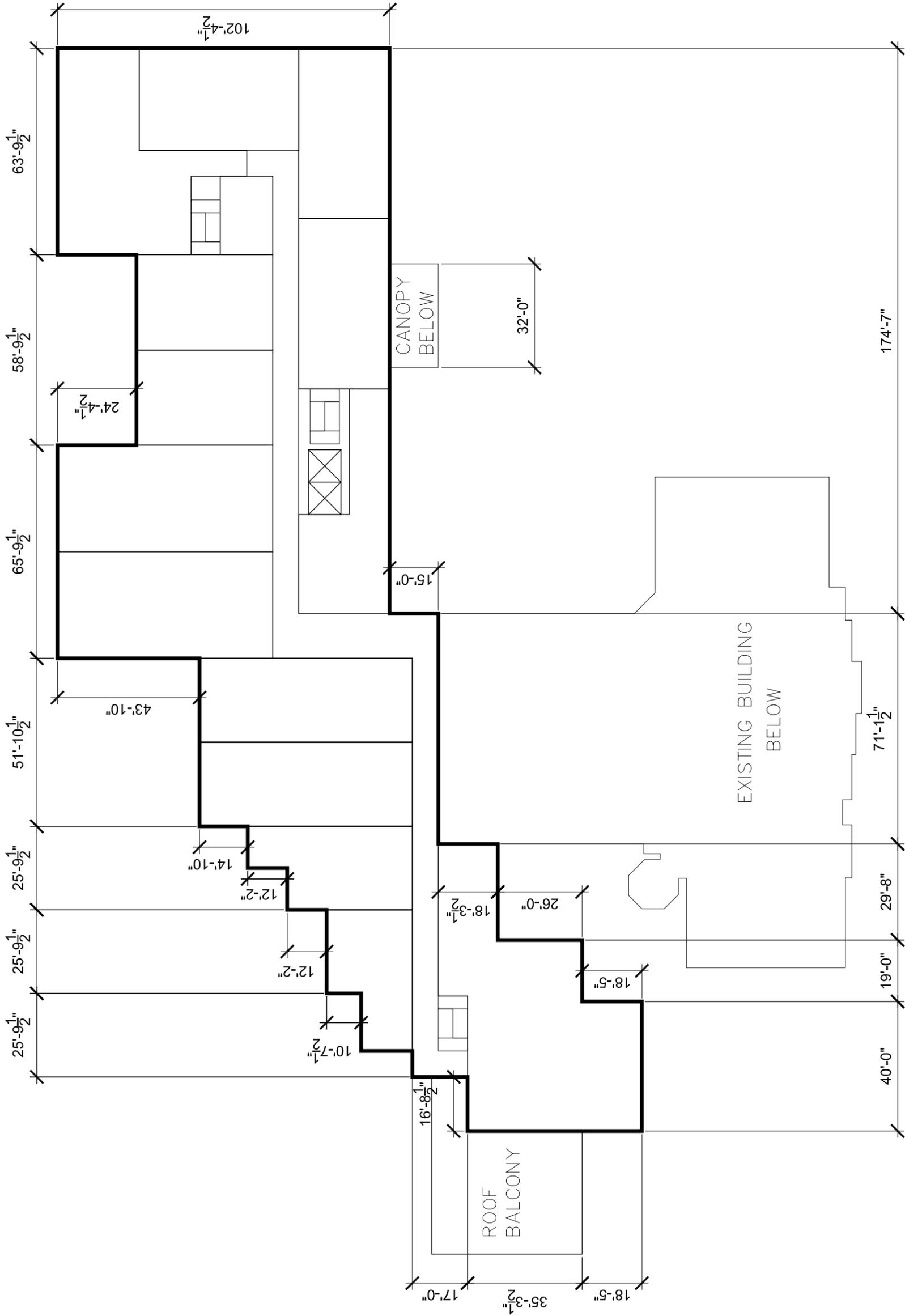
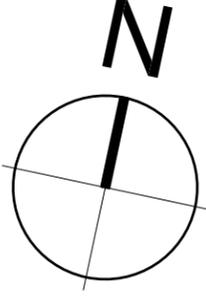
nycum+
 associates
 5555 YOUNG STREET HALIFAX NS CANADA B3K 1Z7
 p: 902.454.8617 f: 902.454.8620 e: mail@nycum.com

Schedule C- Floor Plans



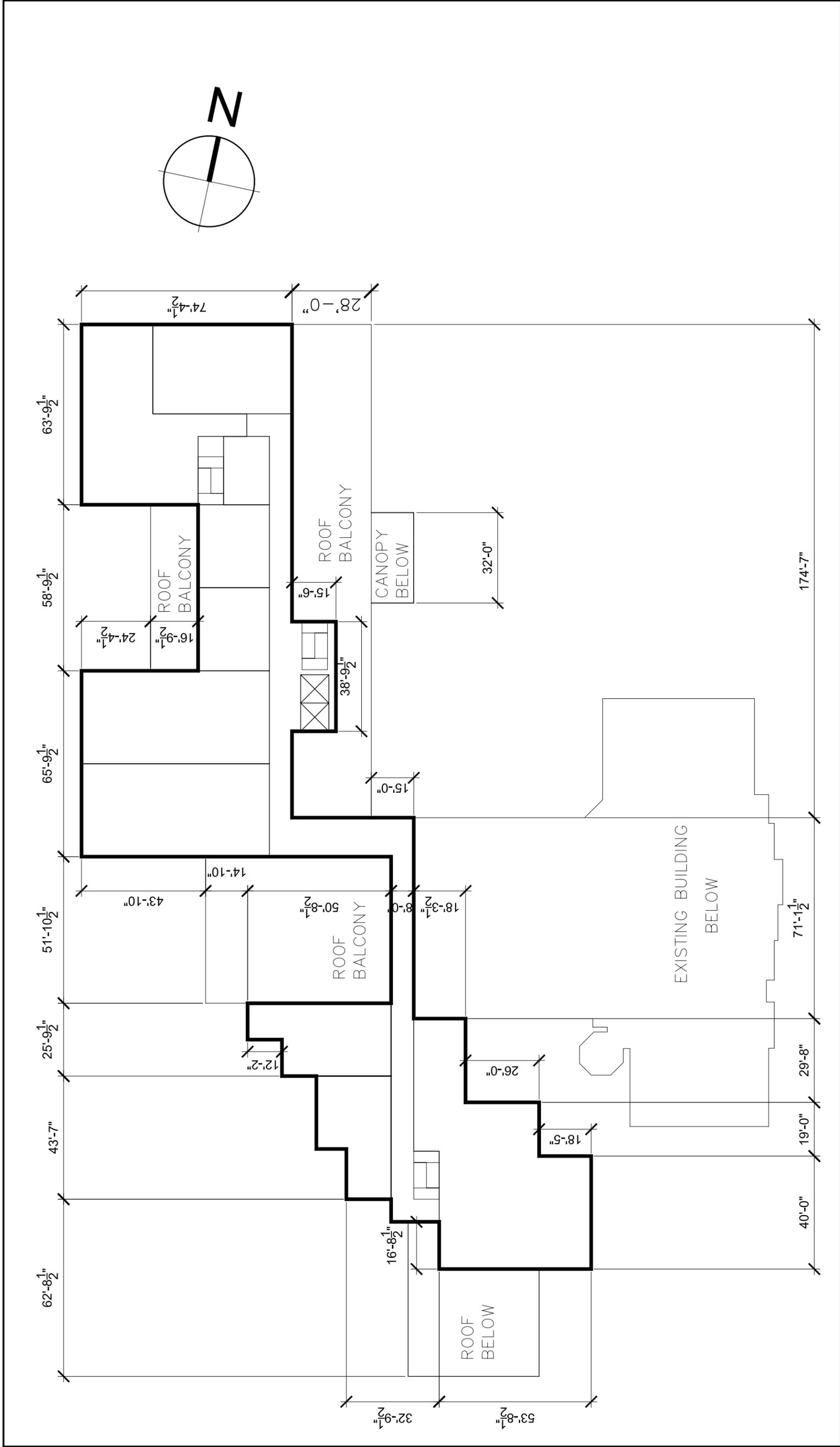
nycum + associates 5555 Young Street Halifax NS Canada B3K 1Z7 p: 902.454.8617 f: 902.454.8620 e: mail@nycum.com	PROJECT 0609 PROPOSED LIFESTYLE CONDOMINIUMS INN ON THE LAKE FALL RIVER, NS	DRAWING TITLE LEVEL 2 + 3 PLAN CONCEPT	DATE 23 AUGUST 2012 SCALE 1/32" = 1'-0"	PROJ. NO. 0609 DRAWN JDW	DRAWING NO. SK-05.3
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Schedule C- Floor Plans



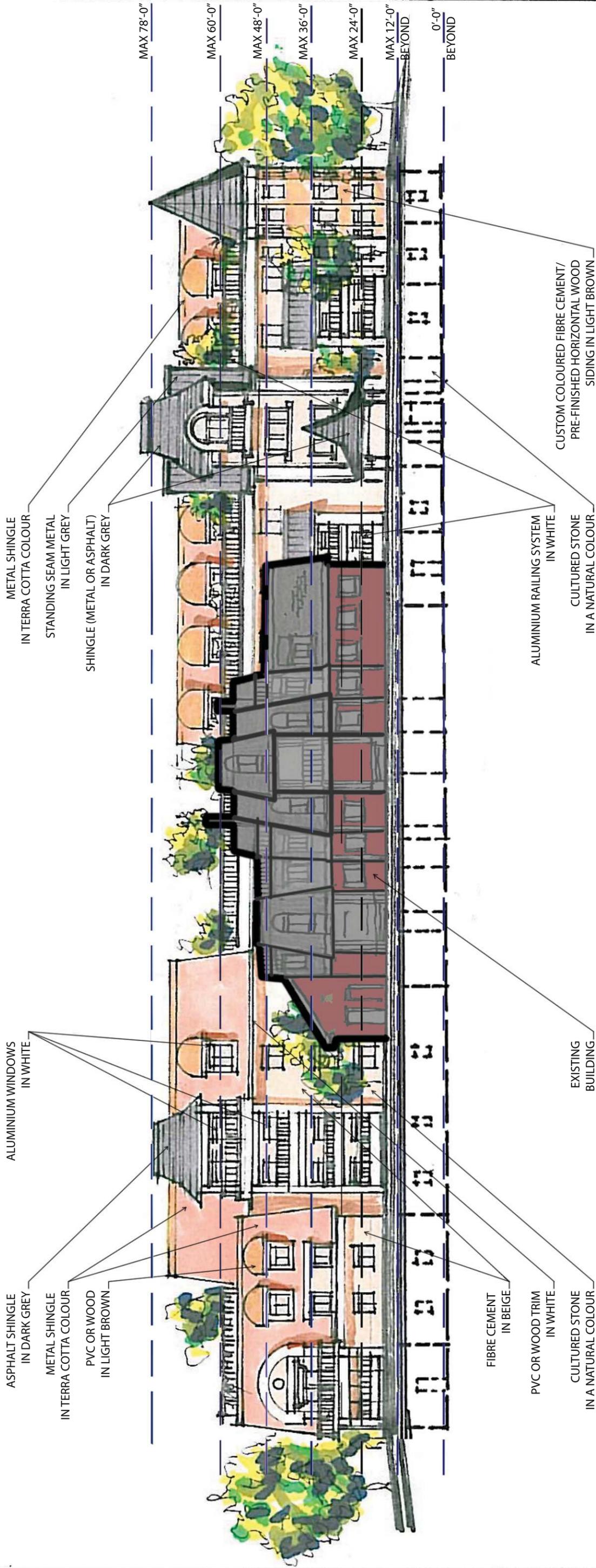
nycum + associates 5555 YOUNG STREET HALIFAX NS CANADA B3K 1Z7 p: 902.454.8617 f: 902.454.8620 e: mail@nycum.com	PROJECT 0609 PROPOSED LIFESTYLE CONDOMINIUMS INN ON THE LAKE FALL RIVER, NS	DRAWING TITLE LEVEL 4 PLAN CONCEPT	DATE 23 AUGUST 2012 SCALE 1/32" = 1'-0"	PROJ. NO. 0609 DRAWN JDW	DRAWING NO. SK-05.4
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Schedule C- Floor Plans



 <p>5555 Young Street Halifax NS Canada B3K 1Z7 p: 902.454.8617 f: 902.454.8620 e: mail@nycum.com</p>	PROJECT 0609 PROPOSED LIFESTYLE CONDOMINIUMS INN ON THE LAKE FALL RIVER, NS	DRAWING TITLE	LEVEL 5 PLAN CONCEPT		DATE 23 AUGUST 2012	PROJ. NO. 0609	DRAWING NO. SK-05.5
					SCALE 1/32" = 1'-0"	DRAWN JDW	

Schedule D - Building Elevations



DATE	22 Oct 2014
SCALE	1/32"=1'-0"
PROJ. NO.	0609
DRAWN	BWN
DRAWING NO.	SK-02.4R1

DRAWING TITLE

East Elevation (View From Waverley Road)

PROJECT

PROPOSED LIFESTYLE CONDOMINIUMS
INN ON THE LAKE
FALL RIVER, NS

nycum+
associates

5555 Young Street HALIFAX NS CANADA B3K 1Z7
p: 902.454.8617 f: 902.454.8620 e: mail@nycum.com

Schedule D - Building Elevations



METAL SHINGLE
IN TERRA COTTA COLOUR

STANDING SEAM METAL
IN LIGHT GREY

ASPHALT SHINGLE
IN DARK GREY

PVC OR WOOD
IN LIGHT BROWN

ALUMINIUM WINDOWS
IN WHITE

METAL SHINGLE
IN TERRA COTTA COLOUR

SHINGLE (METAL OR ASPHALT)
IN DARK GREY

FIBRE CEMENT
IN BEIGE

CULTURED STONE
IN A NATURAL COLOUR

PVC OR WOOD TRIM
IN WHITE

ALUMINIUM RAILING SYSTEM
IN WHITE

CUSTOM COLOURED FIBRE CEMENT/
PRE-FINISHED HORIZONTAL WOOD
SIDING IN LIGHT BROWN

CULTURED STONE
IN A NATURAL COLOUR

MAX 78'-0"
MAX 60'-0"
MAX 48'-0"
MAX 36'-0"
MAX 24'-0"
MAX 12'-0"
0'-0"

<p>nycum+ a s s o c i a t e s</p> <p>5555 Young Street HALIFAX NS CANADA B3K 1Z7 p: 902.454.8617 f: 902.454.8620 e: mail@nycum.com</p>	<p>PROJECT</p> <p>PROPOSED LIFESTYLE CONDOMINIUMS INN ON THE LAKE FALL RIVER, NS</p>		<p>DRAWING TITLE</p> <p>West Elevation (View From Lake Thomas)</p>		<p>DATE</p> <p>22 Oct 2014</p>	<p>PROJ. NO.</p> <p>0609</p>	<p>DRAWING NO.</p> <p>SK-02.2R1</p>
			<p>SCALE</p> <p>1/32"=1'-0"</p>	<p>DRAWN</p> <p>BWN</p>			

Schedule D - Building Elevations



South Elevation

DRAWING TITLE

PROJECT
 PROPOSED LIFESTYLE CONDOMINIUMS
 INN ON THE LAKE
 FALL RIVER, NS

nycum +
 a s s o c i a t e s
 5555 Young Street HALIFAX NS CANADA B3K 1J7
 p: 902.454.8617 f: 902.454.8620 e: mail@nycum.com

DATE
 22 Oct 2014

SCALE
 1/32"=1'-0"

PROJ. NO.
 0609

DRAWN
 BWN

DRAWING NO.
 SK-02.3R1

Schedule D - Building Elevations



DATE	22 Oct 2014	DRAWING NO.	SK-02.1R1
	SCALE		1/32"=1'-0"
PROJ. NO.	0609	DRAWN	BWN

DRAWING TITLE

North Elevation

PROJECT

PROPOSED LIFESTYLE CONDOMINIUMS
INN ON THE LAKE
FALL RIVER, NS

nycum+
associates

5555 Young Street HALIFAX NS CANADA B3K 1Z7
p: 902.454.8617 f: 902.454.8620 e: mail@nycum.com