

# HALIFAX

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

**Item No. 14.1.5**  
**Halifax Regional Council**  
**February 7, 2017**

**TO:** Mayor Savage and Members of Halifax Regional Council

**SUBMITTED BY:**

Original Signed by 

\_\_\_\_\_  
Jacques Dubé, Chief Administrative Officer

Original Signed by 

\_\_\_\_\_  
Jane Fraser, Acting Deputy Chief Administrative Officer

**DATE:** January 9, 2017

**SUBJECT:** Case 20850: Discharging Agreement for 1343 Hollis Street, Halifax

## **ORIGIN**

Application by Dixel Architecture Limited on behalf of Olive Properties Limited to discharge the existing development agreement applicable to 1343 Hollis Street, Halifax.

## **LEGISLATIVE AUTHORITY**

Refer to Attachment C.

## **RECOMMENDATION**

It is recommended that Regional Council:

1. Approve, by resolution, the proposed Discharging Agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
2. Require the Discharging 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 by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

Dexel Architecture Ltd. is applying to discharge the existing development agreement on lands at 1343 Hollis Street, Halifax.

<b>Location</b>	1343 Hollis Street, Halifax (PID 00003897)
<b>Community Plan Area</b>	Downtown Halifax
<b>Regional Plan Designation</b>	Urban Settlement (US)
<b>Precinct</b>	Precinct 2: Barrington Street South under the Downtown Halifax Municipal Planning Strategy
<b>Zoning (Map 1)</b>	Downtown Halifax (DH-1) under the Downtown Halifax Land Use By-law
<b>Size of Site</b>	Approximately 1,989 square metres (21,408 square feet)
<b>Street Frontage</b>	Approximately 52.5 meters (172 feet)
<b>Current Land Use(s)</b>	An eight (8) storey mixed use building
<b>Surrounding Use(s)</b>	<ul style="list-style-type: none"><li>• Low rise mixed use properties to the north along Bishop Street</li><li>• A low rise residential heritage building to the south</li><li>• To the east fronting on Lower Water Street, two larger residential buildings (five and seven storeys) with ground floor commercial uses.</li><li>• Low rise residential properties across Hollis Street to the west</li></ul>

### **Proposal Details**

The applicant has requested to discharge the existing development agreement (Attachment B) at 1343 Hollis Street to allow for the consolidation of this lot with three adjacent properties along Bishop Street. A pre-application for Site Plan Approval has been received which proposes the redevelopment of these four properties and which would incorporate the subject site through a shared underground parking structure.

### **Existing Development Agreement**

In May 1999, HRM entered into a development agreement to allow for an eight (8) storey mixed use building containing office space, 10 stacked-attached townhouse units and 67 apartment units at 1343 Hollis Street, Halifax. The existing agreement regulates the permitted uses, building design, architectural details, density, landscaping, and signs. The site has been fully developed as per the requirements of the existing agreement.

At the time of approval, the agreement was enabled through Implementation Policy 3.5.2 in the Halifax Municipal Planning Strategy. Following the approval of the existing development agreement in 1999, the planning policy that enabled this development was repealed in 2009 when the Downtown Halifax SMPS and LUB came into effect.

### **Discharge of Development Agreements**

*The Halifax Regional Municipality Charter* provides Council with a mechanism to discharge development agreements. Part VIII, Section 244, identifies that Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner. The Charter does not require a public hearing for the discharge of an agreement or a portion thereof. A development agreement may be discharged by resolution of Regional Council.

## **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement is information sharing, achieved through providing information through the HRM website. A public information meeting or a public hearing is not required,

nor is it the practice to hold such meetings for the discharge of a development agreement. The decision to discharge a development agreement is made by resolution of Regional Council.

The proposed discharge will have no impact on local residents, property owners or other stakeholders as the existing underlying zone will apply to the existing building.

## **DISCUSSION**

Section 3.4(c) of the existing development agreement specifies that Council may discharge the agreement on the condition that the Developer's rights under the agreement are preserved and Council shall apply appropriate zoning pursuant to the Downtown Halifax Municipal Planning Strategy and Land Use By-law.

The site is currently zoned DH-1 and the existing use, a mixed use building, is permitted under this zone. A preliminary review of the existing building against the provisions of the DH-1 Zone indicates that once the development agreement is discharged, the structure would be considered non-conforming and subject to Section 6(5) of the LUB. Under this section, non-conforming structures are permitted to be extended, enlarged, or altered as long as the changes comply with the LUB or a variance granted by the Design Review Committee.

As mentioned above, the applicant is requesting to discharge the existing agreement to allow the subject site to be consolidated with adjacent properties. A pre-application has been received which proposes to redevelop the three adjacent properties along Bishop Street (PIDs 40883944, 00003913, 00003905). In preparation for redevelopment, the subject site is proposed to be consolidated with the adjacent lots (see Map 2) and incorporated into the proposed development through a shared underground parking structure. There have been no requested changes to the existing building at this time and once the agreement is discharged; any future changes would need to comply with the requirements of the DH-1 Zone. Staff advise that there are no concerns relative to the potential for land use conflicts as the application of the DH-1 Zone to the property would enable it to be developed with the same land uses that are currently permitted on the majority of properties within downtown Halifax.

## **Conclusion**

The proposed discharge would enable the subject property to be developed in accordance with the provisions of the existing underlying DH-1 Zone. Therefore, staff recommends that Regional Council discharge the existing development agreement through the discharging agreement contained in Attachment A.

## **FINANCIAL IMPLICATIONS**

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed discharging agreement. The administration of the proposed discharging agreement can be carried out within the approved 2016/2017 budget and with existing resources.

## **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Regional Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the Nova Scotia Utility and Review Board. Information concerning risks and other implications of adopting the proposed Discharging Agreement are contained within the Discussion section of this report.

**ENVIRONMENTAL IMPLICATIONS**

No environmental implications are identified.

**ALTERNATIVES**

Regional Council may choose to refuse to discharge the existing development agreement and therefore, development on the property would remain subject to the conditions of the agreement. A decision of Council to refuse to discharge a development agreement is appealable to the Nova Scotia Utility and Review Board as per Section 262 of the *HRM Charter*.

**ATTACHMENTS**

Map 1	Location and Zoning
Map 2	Lots Proposed to be Consolidated
Attachment A	Discharging Agreement
Attachment B	Existing Development Agreement
Attachment C	Legislative Authority

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A copy of this report can be obtained online at <http://www.halifax.ca/council/agendas/agenda.php> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208

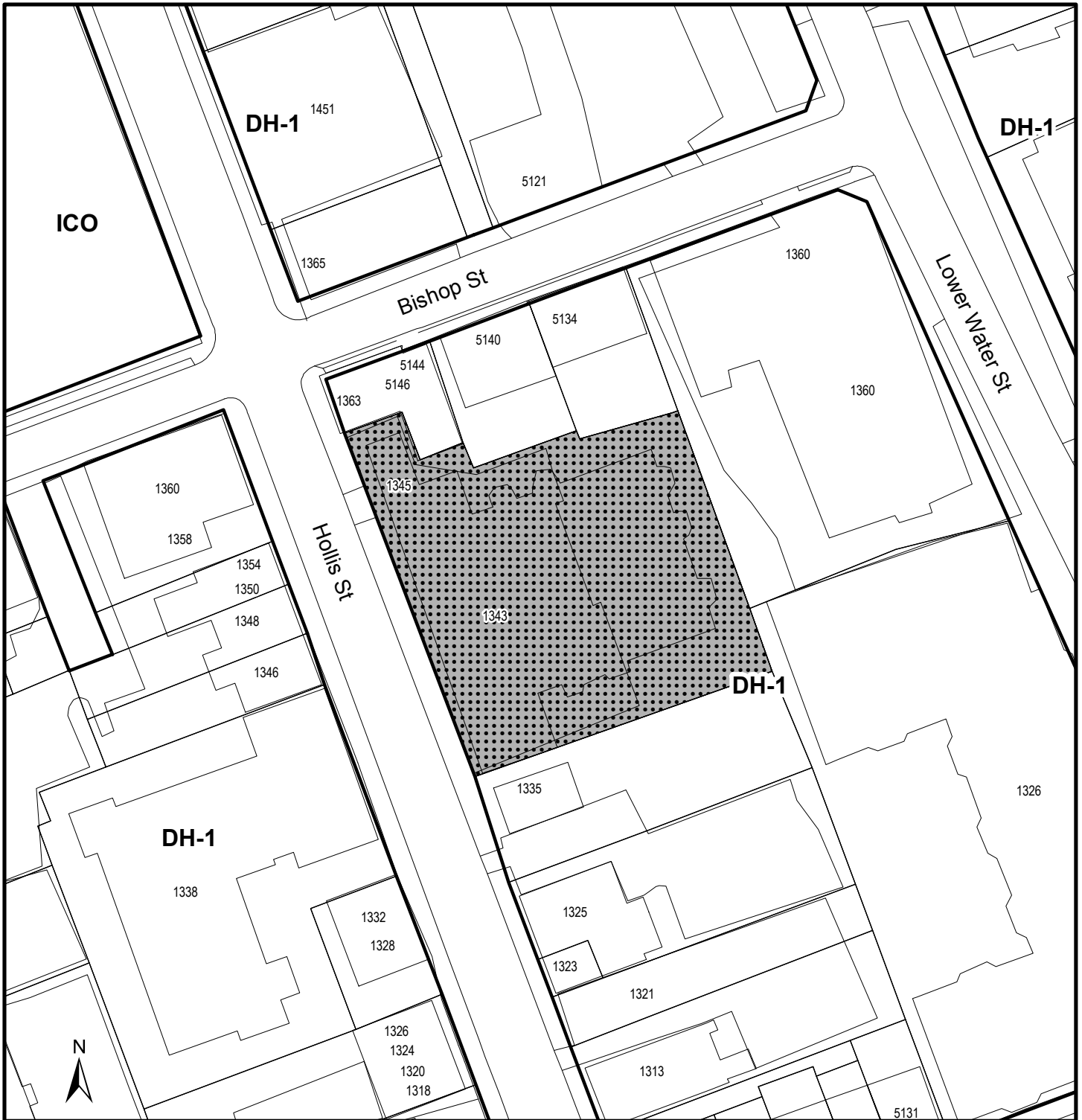
Report Prepared by: Melissa Eavis, Planner II, 902.490.3966

Report Approved by: \_\_\_\_\_  
Kelly Denty, Manager of Current Planning, 902.490.4800

Report Approved by: \_\_\_\_\_  
Bob Bjerke, Chief Planner and Director, Planning & Development, 902.490.1627

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Original Signed



**Map 1 - Zoning and Location**

**HALIFAX**

1343 Hollis Street,  
Halifax

 Area of Existing  
Development Agreement  
to be Discharged

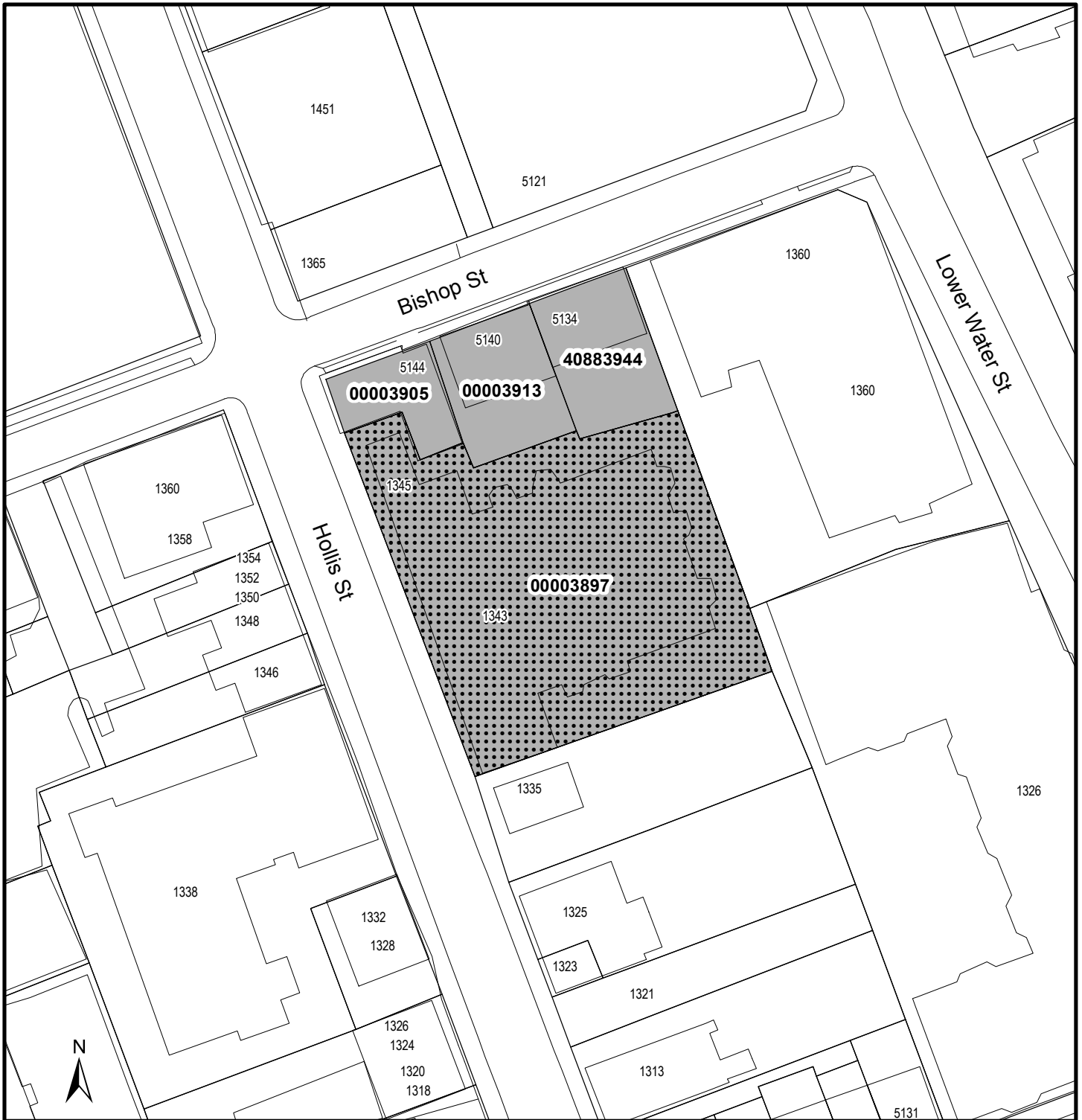
**Zone**

- DH-1 Downtown Halifax
- ICO Institutional, Cultural and Open Space

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

The accuracy of any representation on  
this plan is not guaranteed.



Downtown Halifax Plan Area



**Map 2 - Lots Proposed to be Consolidated**



1343 Hollis Street,  
Halifax

-  Subject Property
-  Lots proposed to be Consolidated with Subject Property

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

The accuracy of any representation on this plan is not guaranteed.

Downtown Halifax Plan Area

**ATTACHMENT A  
Discharging Agreement**

THIS DISCHARGING AGREEMENT made this      day of **[INSERT MONTH]**, 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 1343 Hollis Street, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** Halifax Regional Council approved an application on May 25, 1999 referenced as Municipal Case Number 00052 to enter into a Development Agreement to allow for an eight (8) storey mixed use residential/commercial building on the Lands, which said development agreement was registered at the Registry of Deeds in Halifax on September 22, 1999 as Document Number 32428 in Book Number 6456 at Pages 1097-1113 (hereinafter called the "Existing Agreement");

**AND WHEREAS** the Peninsula Community Council of Halifax Regional Municipality approved on September 9, 2002 referenced as Municipal Case Number 00370 an amendment to the development agreement to enable design changes to the building, which said development agreement was registered at the Registry of Deeds in Halifax on November 26, 2002 in as Document Number 51519 in Book Number 7218 at Pages 648-652 (hereinafter called the "Amended Agreement");

**AND WHEREAS** the Developer has requested that the Existing Agreement be discharged from the Lands;

**AND WHEREAS**, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, Regional Council approved this request by resolution at a meeting held on **[INSERT - date]**, referenced as Municipal Case Number 20850;

**WITNESS** that it is agreed that the Lands are hereby discharged from the Existing Agreement.

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**ATTACHMENT A  
Discharging Agreement**

**WITNESS** that this Discharging Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SIGNED, SEALED AND DELIVERED** in the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

\_\_\_\_\_

**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

Per: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK



**ATTACHMENT A**  
**Discharging Agreement**

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that \_\_\_\_\_, \_\_\_\_\_ of the parties thereto, signed, sealed and delivered the same in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

ATTACHMENT B  
Existing Agreement

1097

I certify that this document  
was registered as shown here.

SEP 22 1999	2.26
MM DD YYYY	Time

Arlene D'Eon  
Registrar

See: B. 7218  
\* p. 648

THIS AGREEMENT made this       day of       , 1999,  
BETWEEN:

**OLLIVE PROPERTIES LIMITED.**

a body corporate, in the Halifax Regional Municipality, Province of Nova Scotia,

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY.**

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

OF THE SECOND PART

WHEREAS the developer wishes to obtain permission to construct a mixed use building at 1343 Hollis Street, Halifax, pursuant to Implementation Policy 3.5.2. of the Halifax Municipal Planning Strategy;

AND WHEREAS the Developer warrants that it is the registered owner of the lands described in Schedule A hereto (hereinafter called the "Lands")

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

AND WHEREAS the Council of Halifax Regional Municipality, at its meeting on the 25th day of May 1999, approved the said agreement to permit construction of an eight storey mixed use building containing one office space, 10 stacked-attached townhouse units and 67 apartment units on the lands subject to the registered owner of the lands described herein entering into this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Municipality of the development agreement requested by the Developer, the Developer agrees 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

APPROVED  
AS TO FORM  
  
Municipal Representative

subject to the terms and conditions of this Agreement.

### **1.2 Applicability of land use bylaw**

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

### **1.3 Applicability of other bylaws, statutes and regulations**

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

### **1.4 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.

### **1.5 Costs, expenses, liabilities and obligations**

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

### **1.6 Provisions severable**

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

## **PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS**

### **2.1 Use**

The Developer shall not develop or use the lands for any purpose other than an eight storey mixed use building containing one office space, 10 stacked-attached townhouse units and 67 apartment units and shall construct on the lands a building which, in the opinion of the Development Officer, is substantially in conformance with Plans No.008 - 010, 012, 013 and 015 - 017 filed in the Halifax Regional Municipality Community Services Department as Case

00052 and are attached as the following Schedules to this Agreement:

Schedule "A"	Legal Description of the Lands
Schedule "B"	Site Plan-Landscaping Plan
Schedule "C"	Floor Plans Levels 3-8
Schedule "D"	Upper Parking Level
Schedule "E"	Lower Parking Level
Schedule "F"	Roof Plan
Schedule "G"	Building Elevation (south)
Schedule "H"	Building Elevation (east)
Schedule "I"	Building Elevation (west)

## 2.2 Requirements

Notwithstanding the generality of clause 2.1, for greater certainty, the following shall apply.

- (a) The colour of the brick shall match the brick used on the building at 1325 Hollis Street
- (b) The colour of the distressed concrete shall match the colour of the sandstone at 1325 Hollis Street.
- (c) The mansard and dormer roofs of the townhouses, the turret roofs on the main portion of the building and the penthouse roof shall be black metal except that black material giving the appearance of slate may be used where appropriate.
- (d) The walkway leading to the building shall be exposed aggregate to provide a different texture than the abutting sidewalk.
- (e) The railing around the rooftop deck shall match the balcony railings.
- (f) The number of apartment units may vary provided the building does not contain more than 171 habitable rooms and all other provisions of the Halifax Peninsula Land Use Bylaw are met except to the extent varied by this agreement.
- (g) No subdivision of the lands shall take place which would result in a density exceeding 278.5 persons per acre

## 2.3 Landscaping

Landscaping shall be as set out in Schedule B. No occupancy permit shall be issued for any building constructed on the lands until such time as the landscaping has been completed in accordance with Schedule B, provided however that where such building has been completed and all other terms of this agreement have been met, an occupancy permit may be issued provided that the developer supplies a security deposit in the amount of 110 percent of the

estimated cost to complete the landscaping. The security deposit shall be in the form of a certified cheque or letter of credit issued by a chartered bank to the Development Officer. Should the developer not complete the landscaping within six months of issuance of the occupancy permit or by September 1 of the year in which the occupancy permit was issued, whichever is earlier, the Municipality may use the deposit to complete the landscaping as set out in Schedule B. 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.

## **2.5 Signs**

- (a) Only those signs permitted by Section 46(2) of the Halifax Peninsula Land Use Bylaw shall be permitted. The content of such signs shall be limited to the name and address of the building and any on site directional or information signs, including, but not limited to signs with respect to the sale or rent of the units.
- (b) Notwithstanding clause (a), only those signs permitted by Section 59D(1) - (3) of the Halifax Peninsula Land Use Bylaw shall be permitted for the commercial use.

## **PART 3: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **3.1 Registration**

A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay for the registration cost incurred in recording such documents.

### **3.2 Subsequent Owners**

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.

### **3.3 Commencement of Development**

In the event that construction of the project has not commenced within three years from the date of registration of this Agreement at the Registry of Deeds, the Municipality may, by resolution of Council, either discharge this Agreement whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purpose of this section, commencement shall mean the pouring of the footing and foundation for this building.

### **3.4 Completion of development**

Upon the completion of the development or portions thereof, or within five years from the date of registry of this Agreement with the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

### **3.5 Issuance of Permits**

The Municipality shall issue the necessary permits for the development upon the expiration of the fourteen day appeal period under Section 249 of the Municipal Government Act, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken; provided, however, that the Municipality shall not issue any occupancy permit for the development unless and until the development specified in the plans referred to in Part 2 hereof has been completed substantially in accordance with the said plans and the requirements of this Agreement have been met.

**PART 4: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT****4.1 Access**

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 seven (7) days of receiving such a request.

**4.2 Failure or default**

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, 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 defence based upon the allegation that damages would be an adequate remedy;
- b. the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property and be shown on any tax certificate issued under the Assessment Act.
- c. the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
- d. in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREOF the parties hereto have properly executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

) **OLLIVE PROPERTIES LIMITED.**

Original Signed

)  
)  
)  
) Original Signed

) Per \_\_\_\_\_

) **HALIFAX REGIONAL MUNICIPALITY**

Original Signed

)  
) \* Original Signed

) Per \_\_\_\_\_

) Mayor

Original Signed

)  
) Original Signed

) Per \_\_\_\_\_

) Municipal Clerk



SCHEDULE "A"

<p>HALIFAX REGIONAL MUNICIPALITY</p> <p>JUN 0 1 1999</p> <p>PLANNING SERVICES DUTCH VILLAGE ROAD</p>
--

ALL that certain lot, piece or parcel of land situate, lying and being in the City of Halifax, County of Halifax, Province of Nova Scotia, being a consolidation of Lots 1, 2 and 3, as shown on "Plan Alteration to Subdivision - Lands of Her Majesty the Queen", dated October 20, 1966, signed by R.J. Donovan, Provincial Land Surveyor, approved by City Council, City of Halifax, on January 12, 1967, filed at the Registry of Deeds at Halifax in Drawer 352, No. 32571, being more particularly described as follows:

**BEGINNING** on the eastern street line of Hollis Street at the northwestern corner of lands of David Fiering and running:

**THENCE** easterly, along the northern boundary of said lands of David Fiering, a distance of 148.6 feet to the western boundary of lands of Rimco Limited;

**THENCE** northerly, along the said western boundary of lands of Rimco Limited a distance of 130.0 feet to the southeastern corner of lands of David Zive;

**THENCE** westerly, along the southern boundary of said lands of David Zive, a distance of 21.0 feet to an angle;

**THENCE** continuing westerly, along the said southern boundary of lands of David Zive a distance of 27.0 feet to the southwestern corner of the David Zive lands;

**THENCE** northerly, along the western boundary of said lands of David Zive, a distance of 4.0 feet to the southeastern corner of lands of Vina Morrison;

**THENCE** westerly, along the southern boundary of said lands of Vina Morrison a distance of 51.0 feet to the southwestern corner of the Vina Morrison lands;

**THENCE** northerly, along the western boundary of said lands of Vina Morrison a distance of 12.5 feet to the southeastern corner of lands of Arnold Webber;

**THENCE** along the said Arnold Webber lands; westerly a distance of 21.9 feet; northerly, a distance of 24.0 feet; and westerly a distance of 28.8 feet to the said eastern street line of Hollis Street;

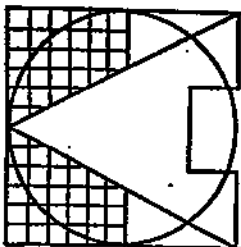
**THENCE** southerly, along the said eastern street line of Hollis Street, a distance of 172.35 feet to the place of beginning.

Directions are referenced to Magnetic North.

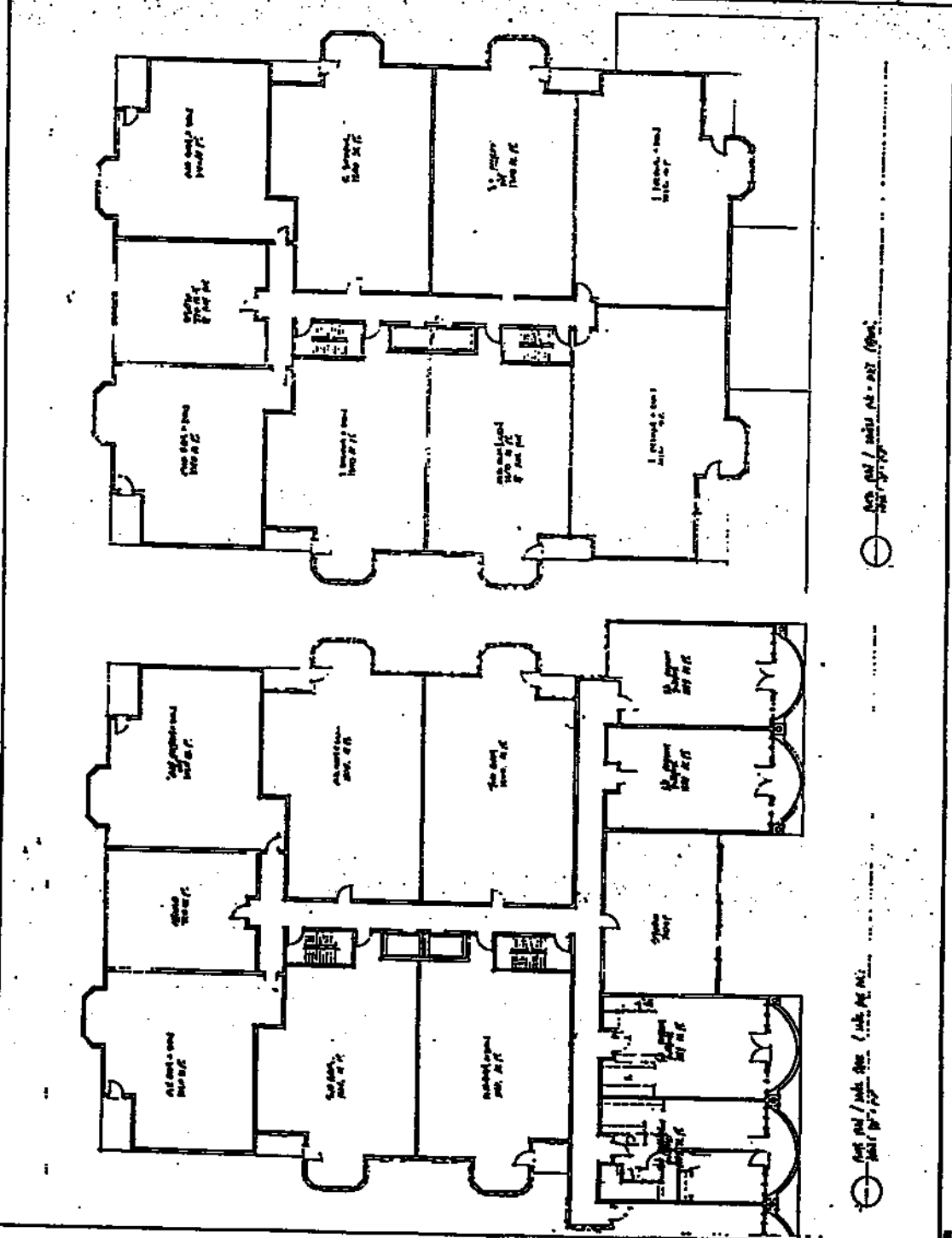
The foregoing description being a re-survey and consolidation of the lands and premises conveyed to Her Majesty the Queen in Right of the Province of Nova Scotia as described in that Warranty Deed recorded at the Registry of Deeds for the County of Halifax in Book 2122 at Page 398.



1106

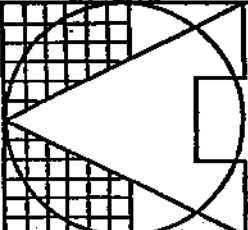


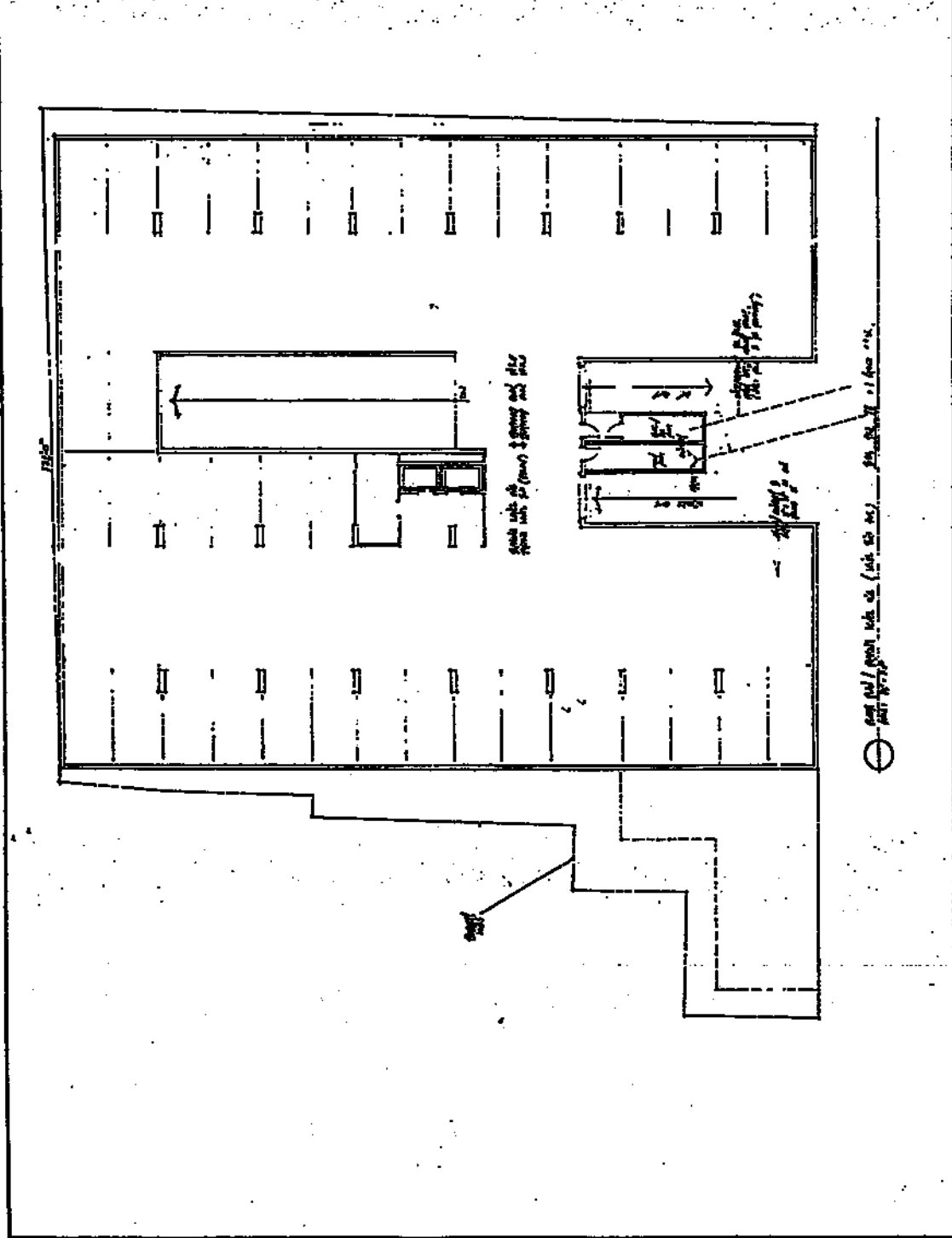
<b>GEOFF KIDDY &amp; ASSOCIATES</b> ARCHITECTS 1000 WEST 10TH AVENUE, SUITE 200 DENVER, COLORADO 80202	
PROJECT: <b>TRAY ARCHITECTURE, DENVER</b> DRAWING NO.: <b>TRAY-100-101</b> DATE: <b>08/11/01</b>	
<b>FLOOR PLANS</b> <b>LEVELS 3-8</b>	
SHEET NO.: <b>3-1</b> TOTAL SHEETS: <b>8</b>	SCALE: <b>AS SHOWN</b>



Schedule "C"

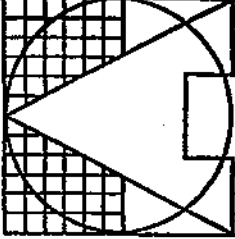
Floor Plans Levels 3-8

	<b>GEORGE KEDDY &amp; ASSOCIATES</b> ARCHITECTS & INTERIORS 77 King Street West Toronto, Ontario M5X 1C5 Tel: (416) 593-8888 Fax: (416) 593-8889	
	<b>77 King Street West Building</b> Upper Levels Parking Level Design	
Please detail parking levels as variables.		
<small>           This drawing is the property of Geoff Keddy &amp; Associates. It is to be used only for the project and site identified herein. It is not to be reproduced, copied, or used for any other project without the written consent of Geoff Keddy &amp; Associates.         </small>		
Date: _____ Drawn by: _____ Checked by: _____ Title: _____	Scale: _____ Project No.: _____ Drawing No.: _____	A-3

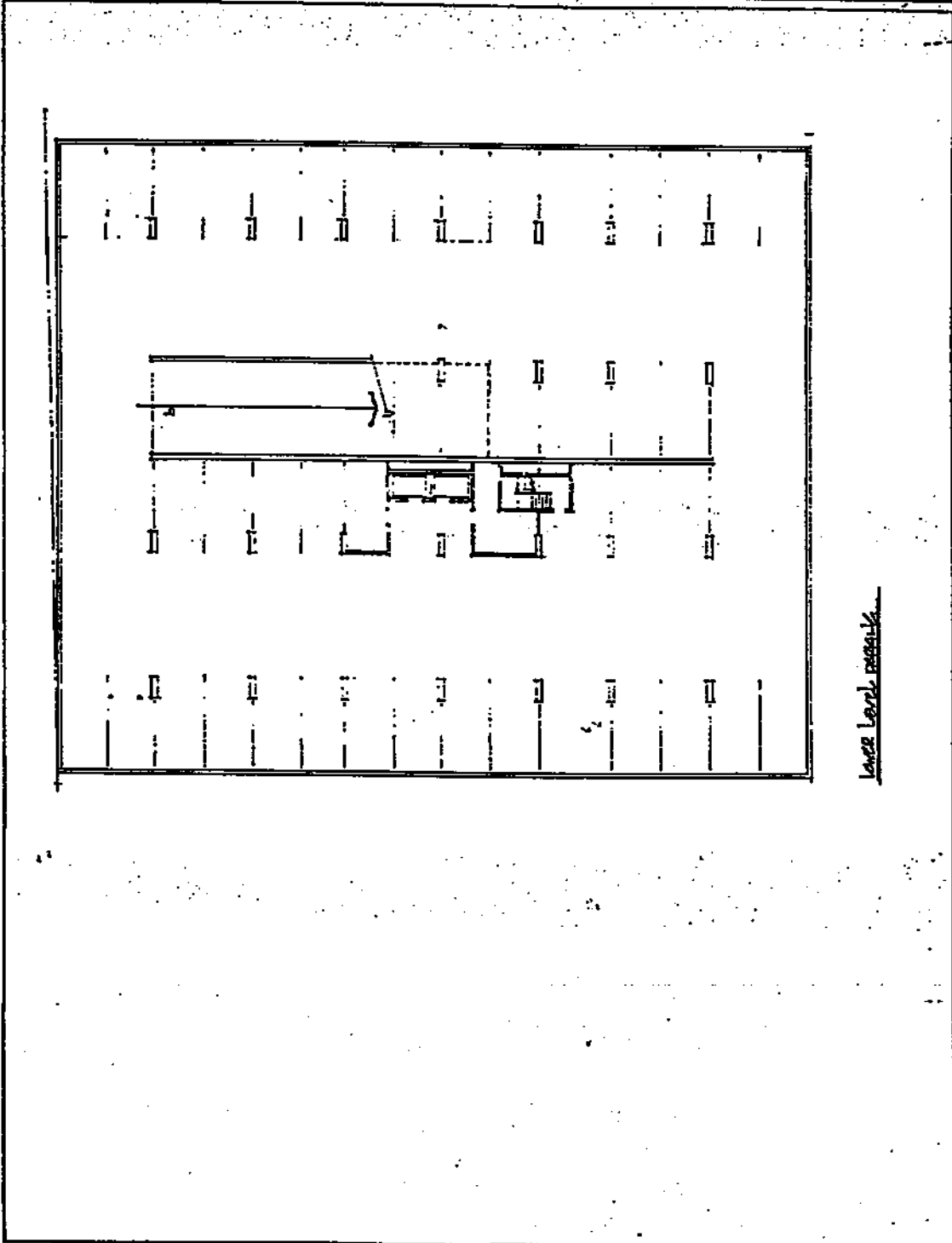


Schedule "D"

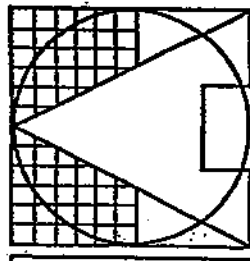
Upper Parking Level

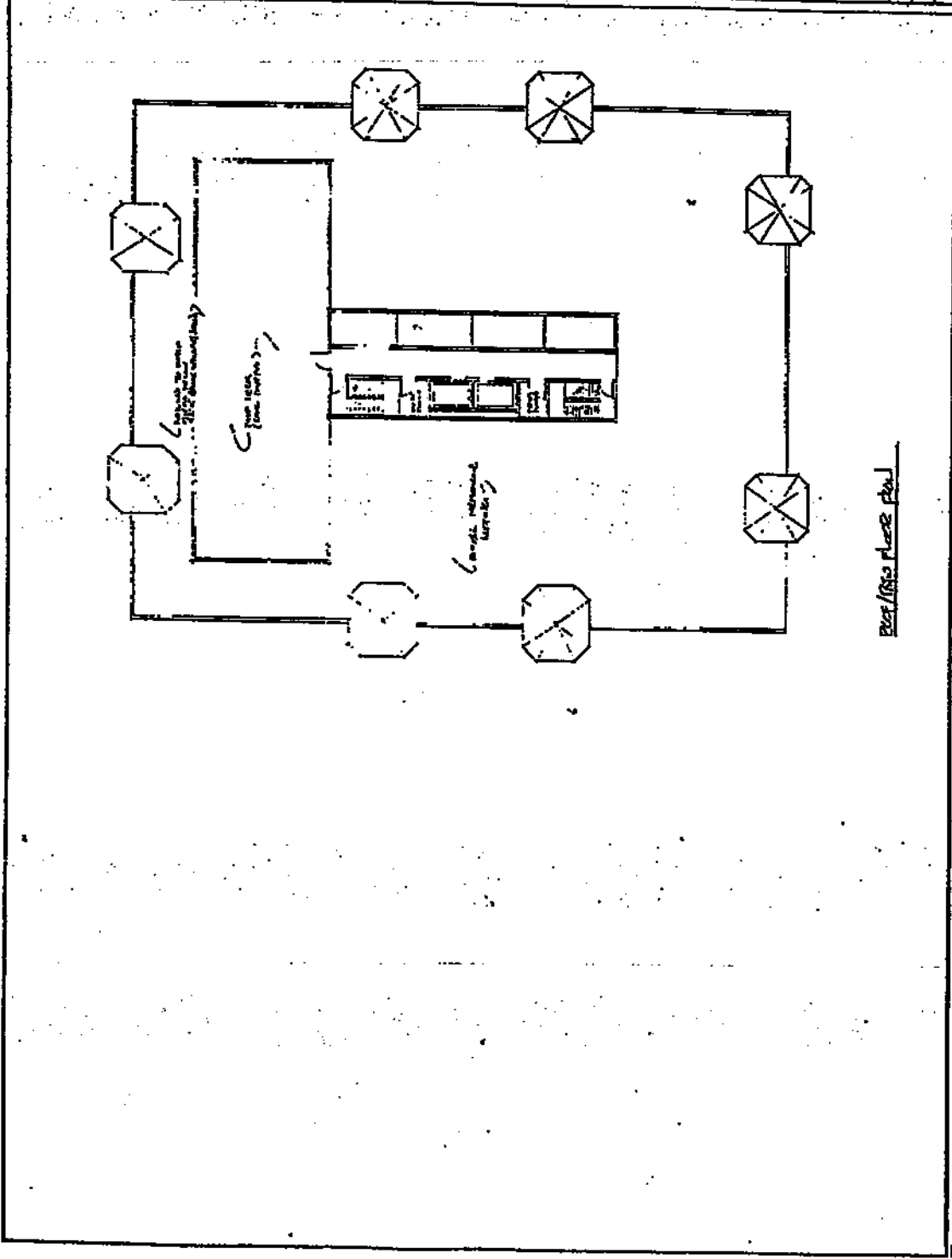


<b>GEORGE KERRY &amp; ASSOCIATES</b> Architects 100 West 42nd Street, New York 36, N.Y.	<b>77 West 42nd Street</b> 19th Floor New York 36, N.Y.	<b>Lower Level</b> Parking Plan 42 VEHICLES
Scale: 1/8" = 1'-0"	Scale: 1/8" = 1'-0"	Scale: 1/8" = 1'-0"
Drawn by: [unclear]	Checked by: [unclear]	Approved: [unclear]
Date: [unclear]	Date: [unclear]	Date: [unclear]
Project No.: [unclear]	Sheet No.: [unclear]	Total Sheets: [unclear]



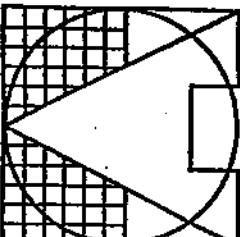
Schedule "B"      Lower Parking Level

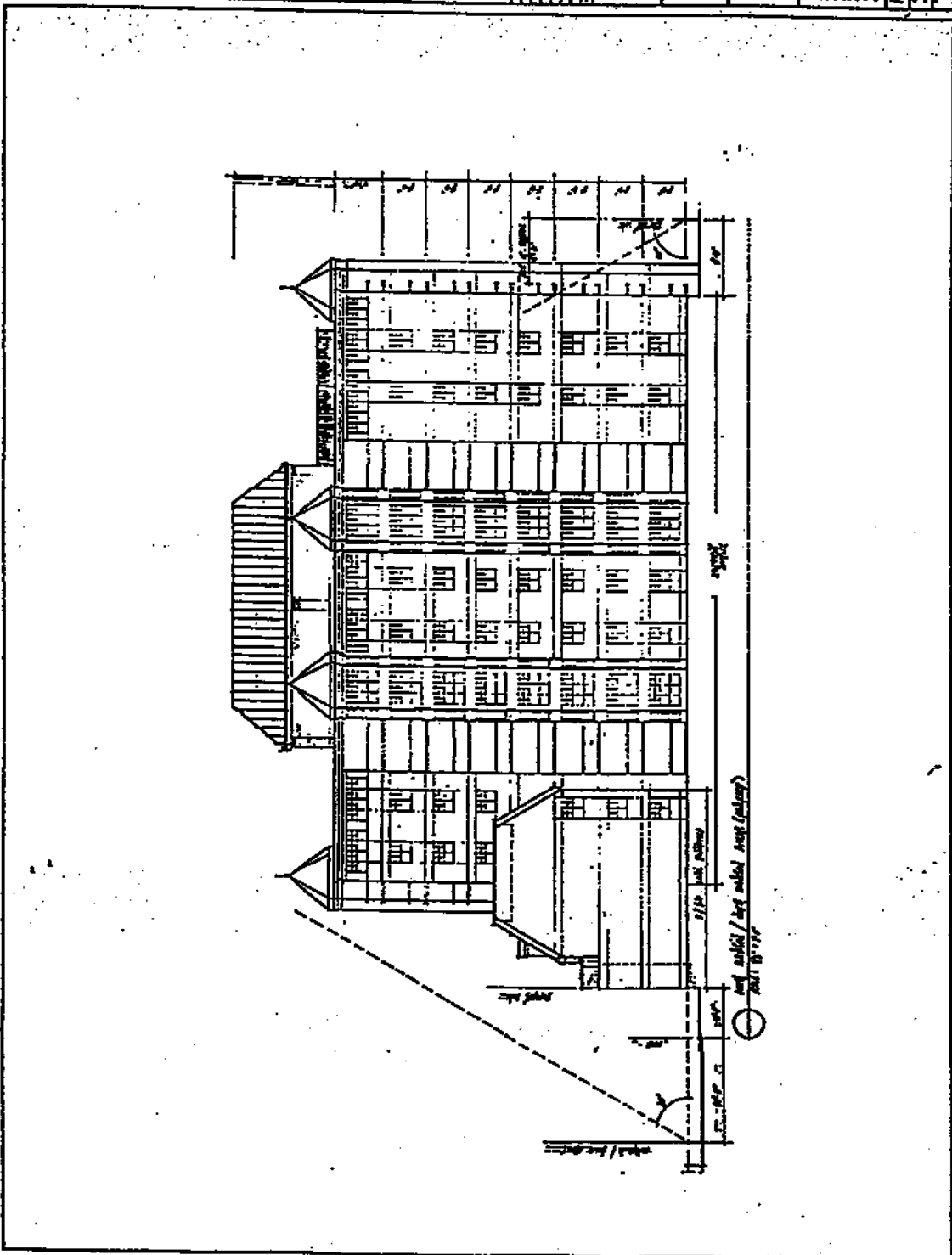
	<b>GEOFF REDDY &amp; ASSOCIATES</b> ARCHITECTS & INTERIOR DESIGNERS 1000 WEST 10TH AVENUE DENVER, CO 80202	77 WEST ARCADE, 7th FL. 15th HILLS BLVD HANCOCK, MISSISSIPPI	ROOF PLAN ROOFING FOR PROJECT	SHEET NO. 101-101 TOTAL SHEETS 101	DATE A-5
	PROJECT NO. CLIENT CONTRACT NO.	DRAWN BY CHECKED BY DATE	PROJECT NO. CLIENT CONTRACT NO.	PROJECT NO. CLIENT CONTRACT NO.	PROJECT NO. CLIENT CONTRACT NO.



Schedule "E"

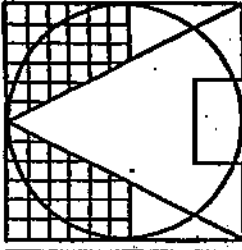
Roof Plan

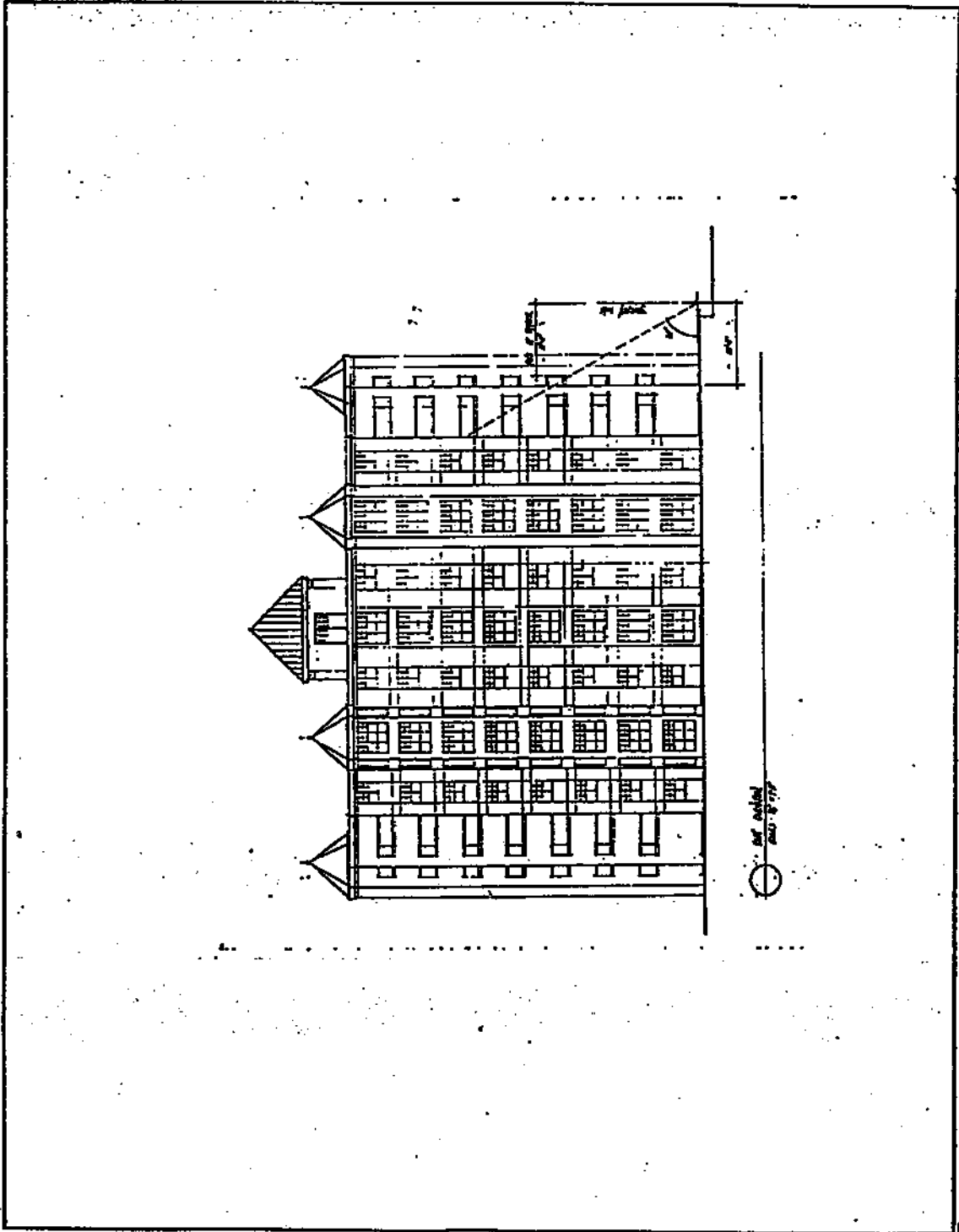
	<p><b>GREGG KERRY &amp; ASSOCIATES</b> architects interior design</p>	<p>377 UNIT, 1500 GAY STREET P.O. BOX 10100 MILWAUKEE, WISCONSIN 53210</p>	<p>Building elevation</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-size: small;">                 I hereby certify that the above is a true and correct copy of the original as filed in my office.                  Date: _____                  Title: _____             </td> <td style="width: 50%; text-align: center;">                 A-6             </td> </tr> </table>	I hereby certify that the above is a true and correct copy of the original as filed in my office. Date: _____ Title: _____	A-6
I hereby certify that the above is a true and correct copy of the original as filed in my office. Date: _____ Title: _____	A-6					



Schedule "G"

Building Elevation (south)

	<b>GEOFF KEDDY &amp; ASSOCIATES</b> Architects & Interior Designers 100 King Street West, Suite 1000 Toronto, Ontario M5X 1C5 Phone: (416) 593-8888 Fax: (416) 593-8889
	<b>77 UNIT APARTMENT BUILDING</b> 100 King Street West, Suite 1000 Toronto, Ontario M5X 1C5
<b>Building elevation</b>	
DATE: 05/14/07 DRAWN BY: J.L. CHECKED BY: J.L. SCALE: A-7	PROJECT NO.: DRAWING NO.: SHEET NO.:

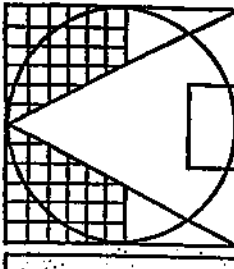


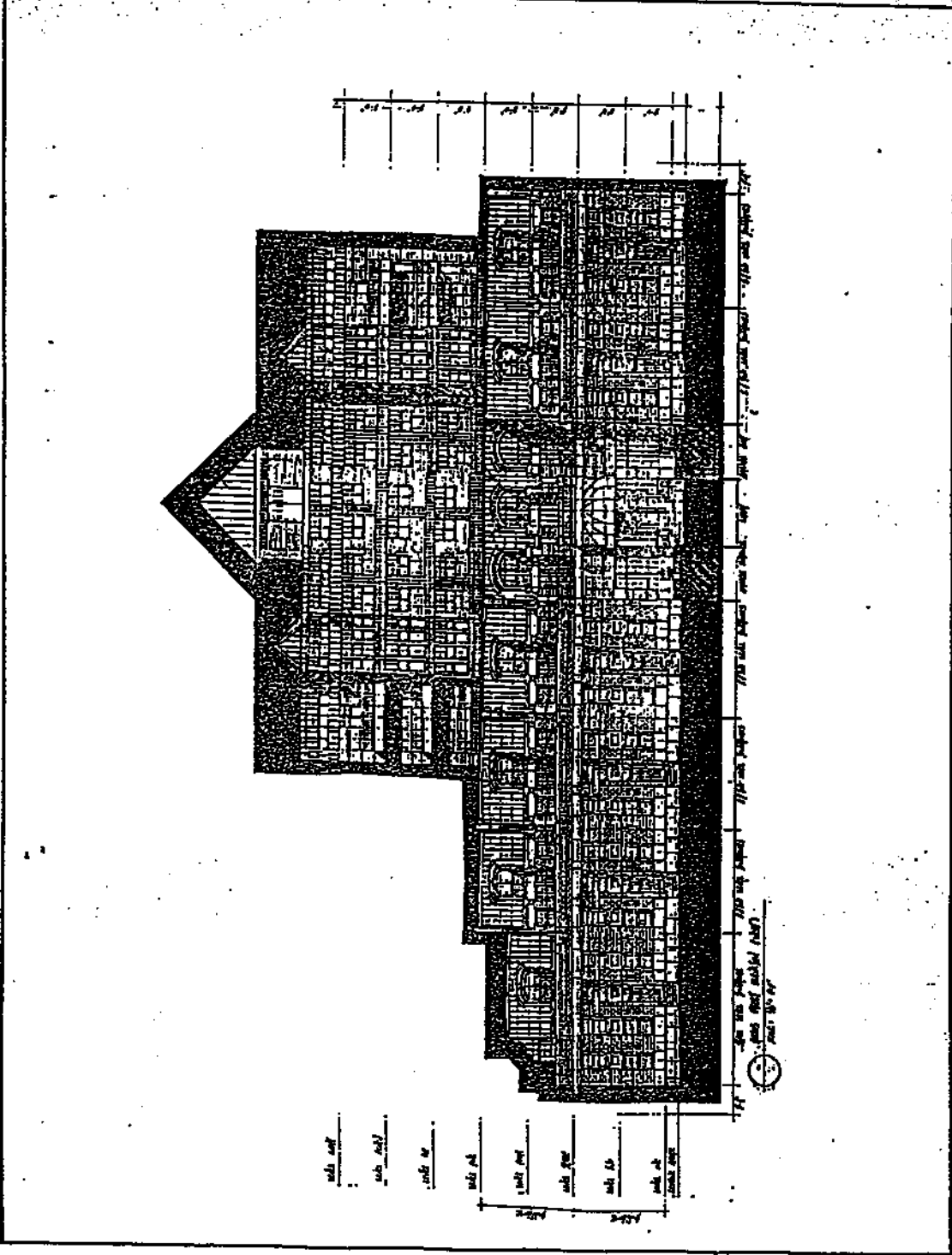
Schedule "H"

Building Elevation (east)



1112

		<table border="1"> <tr><td>NO.</td><td> </td></tr> <tr><td>REVISIONS</td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	NO.		REVISIONS																						<p><b>GEOFF KEDDY &amp; ASSOCIATES</b>      ARCHITECTS      77 King Street West      Toronto, Ontario      Canada M5X 1C7</p>	<p>77 King Street West - Suite 200 to      19th Floor, Toronto, Ontario      M5X 1C7, Canada</p>	<p>Richard Clouston Esq.,      Director of Development,      CIBC World Bank Corp.,      Toronto, Ontario</p>
NO.																													
REVISIONS																													



Schedule "I" Building Elevation (west)

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 18 day of *JUNE*, A.D., 1999, before me, the subscriber personally came and appeared *Jose Roma* a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that OLLIVE PROPERTIES LIMITED, one of the parties thereto, signed, sealed and delivered the same in his presence.

Original Signed

A ~~Barrister~~ of the Supreme Court  
of Nova Scotia

JEFFREY L. SCHELEW  
A Barrister of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 24 day of *June*, A.D., 1999, before me, the subscriber personally came and appeared *June Cook and Stanley MacKinnon* a subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Walter Fitzgerald, its Mayor, and Vi Carmichael, its Municipal Clerk, its duly authorized officers in his presence.

Original Signed

A Barrister of the Supreme Court  
of Nova Scotia

*B* **BARBARA J. MOAR**  
A Commissioner of the Supreme  
Court of Nova Scotia

PARCEL OP-1

1013

HOLLIS STREET

HALIFAX, NOVA SCOTIA

ALL that certain parcel of land situated on the eastern side of Hollis Street in Halifax, Province of Nova Scotia shown as Parcel OP-1 on a plan (Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 13-1222-0) of survey of Parcel OP-1, Lands Conveyed to Olive Properties Limited, signed by Paul H. Slaunwhite, N.S.L.S., dated July 26, 1999 and being more particularly described as follows:

BEGINNING on the eastern boundary of Hollis Street at the northwestern corner of Lot B, lands conveyed to Elizabeth Jill Robinson by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 2582, Page 383; said point being distant 295.29 feet on a bearing of N 11° 18' 39" W from Nova Scotia Coordinate Monument No. 4850;

THENCE N 20° 45' 30" W, 172.28 feet along the eastern boundary of Hollis Street to the southwestern corner of lands conveyed to Gary Houston Warnica and Gordon Beverly Warnica by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 5888, Page 204;

THENCE N 69° 48' 04" E, 28.70 feet along the southern boundary of said lands conveyed to Gary Houston Warnica and Gordon Beverly Warnica to an angle therein;

THENCE S 20° 45' 30" E, 24.00 feet along the western boundary of said lands conveyed to Gary Houston Warnica and Gordon Beverly Warnica to an angle therein;

THENCE N 67° 59' 33" E, 21.80 feet along the southern boundary of said lands conveyed to Gary Houston Warnica and Gordon Beverly Warnica to its intersection with the western boundary of lands conveyed to Vina Morrison, Robert Flynn and Shirley Flinn by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 4722, Page 1184;

THENCE S 22° 00' 27" E, 12.80 feet along the western boundary of said lands conveyed to Vina Morrison, Robert Flynn and Shirley Flinn to the southwestern corner thereof;

THENCE N 70° 13' 33" E, 51.38 feet along the southern boundary of said lands conveyed to Vina Morrison, Robert Flynn and Shirley Flinn to its intersection with the western boundary of lands conveyed to David Zive by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 3546, Page 453;

THENCE S 20° 25' 00" E, 4.00 feet along the western boundary of said lands conveyed to David Zive to the southwestern corner thereof;

THENCE N 74° 13' 57" E, 45.36 feet along the southern boundary of said lands conveyed to David Zive and other lands conveyed to David Zive by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 3546, Page 450 to a point thereon;

THENCE S 19° 57' 21" E, 10.70 feet along the western boundary of lands of ownership uncertain to the southwestern corner thereof;

THENCE N 70° 02' 39" E, 2.60 feet along the southern boundary of said lands of ownership uncertain to its intersection with the western boundary of Lot Y2-A;

THENCE S 19° 57' 21" E, 119.40 feet along the western boundary of said Lot Y2-A and Lot X1-A to the northeastern corner of the aforementioned Lot B;

THENCE S 70° 30' 29" W, 148.12 feet along the northern boundary of said Lot B to the place of beginning.

Parcel OP-1 (continued)

CONTAINING 21,408 square feet.

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

THE above described Parcel OP-1 being those lands conveyed to Ollive Properties Limited by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 6198, Page 694.

THE above described Parcel OP-1 being subject to height restrictions as shown for View Plane No. 7 on City of Halifax Plan No. P200/12505 dated January 31, 1974 and revised August 15, 1974; said View Plan No. 7 affecting a southwestern portion of the above described Parcel OP-1 as shown on the above referred to Plan No. 13-1222-0.

AND ALSO the interest of The Navy League of Canada with respect to a Sewer Easement as contained in the Easement made between E. Bert Batson and Bessie Batson, his wife, and The Royal Trust Company, a body corporate, to The Navy League of Canada, recorded at the Registry of Deeds at Halifax, Nova Scotia, in Book 819 at Page 625, to lay down and construct a drain or sewer from the lands and premises of The Navy League of Canada fronting on Hollis Street in the City of Halifax, through and under the lands formerly of E. Bert Batson to connect with the sewer of the City of Halifax running along Water Street, and in accordance with the Plan annexed to the said Easement as recorded in Book No. 819 at Page 625.

TOGETHER WITH the Easement and Right-of-Way known as EOP-100, and described in Schedule "C".

EASEMENT & RIGHT OF WAY EOP-100  
(AFFECTING LANDS CONVEYED TO OLLIVE PROPERTIES LIMITED)

BISHOP STREET

HALIFAX, NOVA SCOTIA

ALL that certain easement and right of way situated on the southern side of Bishop Street in Halifax, Province of Nova Scotia shown as Easement & Right of Way EOP-100 on a plan dated November 12, 1999 being a sketch showing Easement & Right of Way EOP-100 Over a Portion of Lands Conveyed to Ollive Properties Limited, signed by Paul H. Slaunwhite, N.S.L.S. and being more particularly described as follows:

BEGINNING on the southern street line of Bishop Street at the northwestern corner of Lot Y2-A, lands conveyed to Tacoma Tower Limited by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 6146, Page 1069;

THENCE S 19° 57' 21" E, 71.39 feet along the western boundary of said Lot Y2-A to the northeastern corner of a parcel of land identified as Ownership Uncertain;

THENCE S 74° 13' 57" W, 20.06 feet along the northern boundary of said lands identified as Ownership Uncertain and Parcel OP-1, lands conveyed to Ollive Properties Limited by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 6198, Page 694 to a point on the northern boundary of said Parcel OP-1;

THENCE N 19° 57' 21" W, 69.84 feet to the southern street line of Bishop Street;

THENCE N 69° 48' 04" E, 20.00 feet along the southern street line of Bishop Street to the place of beginning.

CONTAINING 1,412.3 square feet.

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

THE above described Easement & Right of Way EOP-100 affecting a portion of lands conveyed to Ollive Properties Limited and being recorded at the Registry of Deeds for the County of Halifax in Book 6410, Page 851.

## Attachment C – Legislative Authority

*HRM Charter*, Part VIII, Planning and Development, including:

### Development agreements

**240 (1)** The Council may consider development by development agreement where a municipal planning strategy identifies

- (a) the developments that are subject to a development agreement;
- (b) the area or areas where the developments may be located; and
- (c) the matters that the Council must consider prior to the approval of a development agreement.

**(2)** The land-use by-law must identify the developments to be considered by development agreement. 2008, c. 39, s. 240.

### Content of development agreements

**242 (1)** A development agreement may contain terms with respect to

- (a) matters that a land-use by-law may contain;
- (b) hours of operation;
- (c) maintenance of the development;
- (d) easements for the construction, maintenance or improvement of watercourses, ditches, land drainage works, stormwater systems, wastewater facilities, water systems and other utilities;
- (e) grading or alteration in elevation or contour of the land and provision for the disposal of storm and surface water;
- (f) the construction, in whole or in part, of a stormwater system, wastewater facilities and water system;
- (g) the subdivision of land;
- (h) security or performance bonding.

**(2)** A development agreement may include plans or maps.

**(3)** A development agreement may

- (a) identify matters that are not substantive or, alternatively, identify matters that are substantive;
- (b) identify whether the variance provisions are to apply to the development agreement;
- (c) provide for the time when and conditions under which the development agreement may be discharged with or without the concurrence of the property owner;
- (d) provide that upon the completion of the development or phases of the development, the development agreement, or portions of it, may be discharged by the Council;
- (e) provide that, where the development does not commence or is not completed within the time specified in the development agreement, the development agreement or portions of it may be discharged by the Council without the concurrence of the property owner. 2008, c. 39, s. 242.

### Requirements for effective development agreement

**243 (1)** A development agreement must not be entered into until

- (a) the appeal period has elapsed and no appeal has been commenced; or
- (b) all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board.

**(2)** The Council may stipulate that a development agreement must be signed by the property owner within a specified period of time.

**(3)** A development agreement does not come into effect until

- (a) the appeal period has elapsed and no appeal has been commenced or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board;
- (b) the development agreement is signed by the property owner, within the specified period of time, if any, and the Municipality; and
- (c) the development agreement is filed by the Municipality in the registry.

**(4)** The Clerk shall file every development agreement, amendment to a development agreement and discharge of a development agreement in the registry. 2008, c. 39, s. 243.

## **Attachment C – Legislative Authority**

### **Discharge of development agreement**

**244 (1)** A development agreement is in effect until discharged by the Council.

**(2)** The Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner.

**(3)** After a development agreement is discharged, the land is subject to the land-use by-law, 2008, c. 39, s. 244.