

HALIFAX

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

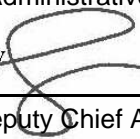
Item No. 14.1.7
Halifax Regional Council
September 20, 2016

TO: Mayor Savage and Members of Halifax Regional Council

Original Signed by 

SUBMITTED BY:

Jacques Dubé, Chief Administrative Officer

Original Signed by 

Jane Fraser, Acting Deputy Chief Administrative Officer

DATE: July 21, 2016

SUBJECT: **Options with Respect to the former Texpark Site – 1591 Granville Street and
1568 Hollis Street, Halifax**

ORIGIN

- Motion approved at the May 10, 2016 Halifax Regional Council meeting:

That Halifax Regional Council request a staff report regarding options with respect to the former Texpark site, including the discharge of the development agreement for the former Texpark site, between Halifax Regional Municipality and United Gulf Developments Limited, dated November 28, 2007 and filed in the Land Registration Office as Document No. 89466073.
- Application by UPLAND Urban Planning + Design Studio, on behalf of 3104854 Nova Scotia Ltd., to extend the commencement date of the existing Development Agreement.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Halifax Regional Council:

1. Not extend the commencement date as requested Upland Urban Planning and Design Studio
2. Discharge the existing Development Agreement for the former Texpark site between HRM and United Gulf Developments Limited dated November 28, 2007 and filed in the Land Registration Office as Document No. 89466073.

BACKGROUND

The former Texpark site consists of two lots located at 1591 Granville Street and 1568 Hollis Street, Halifax, (see Map 1). The site is located on the northern end of a downtown block and as such has frontage on Granville Street, Sackville Street, and Hollis Street. The lot identified by civic address 1591 Granville Street, which used to house a public parkade, was acquired from the Municipality by United Gulf Developments Limited (United Gulf) in May 2004 through public tender. Ownership of the lands was subsequently transferred from United Gulf to 3104854 Nova Scotia Limited.

Development Agreement

On March 21, 2006, Regional Council approved a Development Agreement with United Gulf on the former Texpark site to allow a 27-storey (87 metres) mixed-use building, commonly referred to as the Twisted Sisters Project, which was comprised of two 23-storey towers above a four-storey podium (Case 00709; see Attachment A). The Development Agreement also permitted the temporary use of the site as a parking lot prior to the construction of the building.

While approved in 2006, the Development Agreement subsequently became the subject of a planning appeal hearing at the Nova Scotia Utility and Review Board and a judicial review hearing at the Supreme Court of Nova Scotia, both of which caused a significant delay before the Development Agreement could be executed. The Development Agreement was executed in November of 2007 and was subsequently registered at the Halifax County Land Registration Office on December 5, 2007, as Document No. 89466073.

The Agreement required that construction of the building commence by March 21, 2010. Construction did not commence prior to this deadline, and as such the Development Agreement is currently inactive.

Downtown Halifax Municipal Planning Strategy and Land Use By-law

On June 16, 2009, Halifax Regional Council approved a new Secondary Municipal Planning Strategy (SMPS) and Land Use By-law (LUB) for Downtown Halifax. The SMPS and LUB, which took effect on October 24, 2009, introduced a new vision for Downtown Halifax, as well as new regulations that would no longer allow for a building of the height and mass that was approved for the site in 2006. For example, the Downtown Halifax SMPS and LUB assign to the site a Pre-Bonus Height of 51 metres, and a Post-Bonus Height of 66 metres (see Maps 2 and 3).¹

Council Consideration of Discharge

In June 2011, Regional Council began to consider the possible discharge of United Gulf's Development Agreement. In response to Council's action, United Gulf stated in a presentation to Regional Council that discharging the existing Development Agreement should not occur for reasons that include the following:

1. United Gulf was under the impression that the expiry date was actually in March 2011 due to an appeal of Council's approval, and only a limited amount of time had passed since this perceived expiration date; and
2. United Gulf was in the process of devising a new proposal for the property that it would soon submit to HRM.

In response to United Gulf's presentation, Regional Council did not discharge the Development Agreement.

¹ In order to obtain the Post-Bonus Height, the developer must provide a public benefit either on or off-site.

Skye Halifax Proposal

On November 20, 2012, Halifax Regional Council considered and rejected a proposal by United Gulf to amend the Regional Municipal Planning Strategy, the Halifax Municipal Planning Strategy, the Downtown Halifax SMPS, and the Downtown Halifax LUB to permit a 48-storey mixed use building on the site (Case 17446). The proposed building, known as Skye Halifax, was comprised of two 44-storey towers above a four-storey podium, for a total building height of 172 metres. The proposal would have required substantial amendments to HRM's planning policies and regulations, the most notable of which would have concerned its height. The maximum permitted height on the site is 66 metres and the project would have violated the Rampart View requirements that preserve certain views from inside the Citadel.

New Application

HRM Planning and Development is currently in receipt of a new application by UPLAND Urban Planning + Design Studio, on behalf of 3104854 Nova Scotia Ltd., the current property owner, to extend the commencement date of the existing Development Agreement (see Attachment B). The application, which was received on May 5, 2016, requests the following:

"As per Section 4.3 of the existing Agreement, our client requests that the date of commencement be established as three years from the date Council approves the time extension."

Although not stated in their application information, the applicant has since advised staff that the requested time period of three years was chosen to allow for detailed construction design, as well as the significant effort required to excavate and construct the first floor of parking, in order to fulfill the terms of "commencement" as defined by the agreement.

DISCUSSION

Reasons for Commencement and Completion Dates

Development agreements contain commencement and completion dates so that projects which have been approved, but not constructed, can be re-considered by Council if circumstances change. This may include physical changes to a site or its surroundings. Alternatively, a change in circumstance may come in the form of approved amendments or wholesale replacement of the MPS policies that enable such development. The latter is the case in this situation, as the policies and regulatory context which provided for this development site were completely replaced on October 24, 2009, with the adoption of the Downtown Halifax SMPS and the Downtown Halifax LUB. Noteworthy is the change to the permitted maximum height, which at 66 m is 21 metres lower than the Twisted Sisters Project.

It is important to also note that the Downtown Halifax SMPS and the Downtown Halifax LUB are now undergoing their first comprehensive review.

Powers of Council in Discharging Development Agreements

Attachment C contains relevant sections of the *HRM Charter* in regards to the powers of Council in discharging development agreements.

Existing Development Agreement

It should be noted that the construction commencement date for United Gulf's development for the former Texpark site lapsed on March 21, 2010. This does not mean that the Development Agreement itself has expired but rather that an action of Council is required before construction permits could be authorized. The Agreement provides that Council may, by resolution, either discharge the Agreement (see section 4.3 of Attachment A), whereupon it would have no further force or effect, or grant an extension to the date of

commencement of construction (see section 3.1(e) of Attachment A). Regional Council has complete discretion as to whether it wishes to retain the Development Agreement or not.

Downtown Halifax Secondary Municipal Planning Strategy

It is important to note that the Downtown Halifax SMPS did anticipate a transition period between the previous system of using development agreements to regulate development to the site plan approval system, which was introduced in 2009. The following are excerpts from section 8.6A – Transition to This Plan – of the SMPS:

During the course of preparation of this Plan, development continued to occur in the Plan area according to the previous MPS policies and land use by-law requirements. At the time of Plan adoption, development agreement applications in various stages of review and approval remained in progress. In consideration of the fact that these projects were designed within the parameters of the previous policies of the Halifax Municipal Planning Strategy, the substantial investment made in the preparation of such applications and that they were submitted in advance of this Plan being given first reading by Council, it is reasonable that provision be made to allow Council to consider them after the effective date of this Plan under the previous policies. Similarly, non-substantive amendments to approved development agreements should also be able to be considered under the previous policies.

It is not, however, appropriate that development that is not in conformance with this Plan be afforded longstanding rights relative to time frames for project approval and completion. Developments that are not constructed and completed within a reasonable time period after Plan adoption should be required to comply with the requirements of the Land Use By-law. [Emphasis added]

- Policy 90A Applications for development agreements on file on or before March 31, 2009 shall be considered under the policies in effect at the time the complete application was received. Where any such application is withdrawn, significantly altered, or rejected by Council, any new development proposal shall be subject to all applicable requirements of the Land Use By-law.*
- Policy 90C Applications approved pursuant to Policy 90A shall include project commencement dates not exceeding three years from the date of execution of the development agreement and project completion dates not exceeding six years from the date of execution of the agreement.*

Conclusion

Staff for reasons outlined herein recommends that the commencement date for the existing Development Agreement not be extended and the existing Development Agreement be discharged by Council.

FINANCIAL IMPLICATIONS

There are no financial implications related to this report.

RISK CONSIDERATION

Please refer to the Private and Confidential Information Report from Legal, Insurance & Risk Management Services dated August 31, 2016 titled "Legal Advice – Options with Respect to the former Texpark Site – 1591 Granville Street and 1568 Hollis Street, Halifax".

COMMUNITY ENGAGEMENT

No community engagement is required, as this report is provided for information purposes only. If Council decides to take action on some of the options detailed in this report, then a community engagement exercise may be required in the future.

ATTACHMENTS

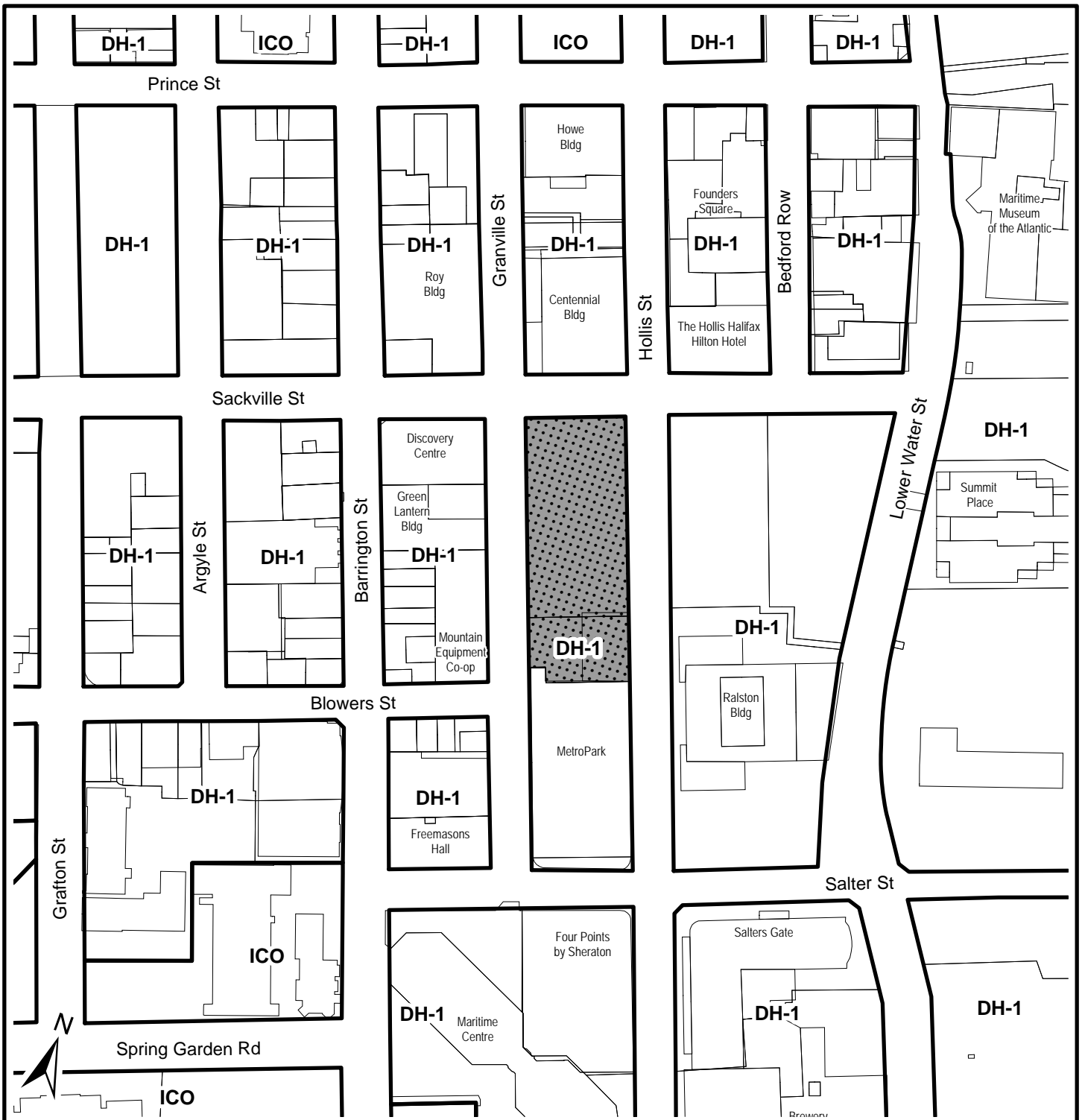
Map 1	Location and Zoning
Map 2	Maximum Pre-Bonus Heights
Map 3	Maximum Post-Bonus Heights
Attachment A	Original Development Agreement
Attachment B	New Application Letter
Attachment C	Relevant Sections of the <i>HRM Charter</i>

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.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: Luc Ouellet, LPP, Planner III, 902.490.3889


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

Report Approved by: _____
Bob Bjerke, Director, Planning and Development 902.490.1627



Map 1 - Location and Zoning

1591 Granville Street &
1568 Hollis Street
Halifax

 Subject site

Zone

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

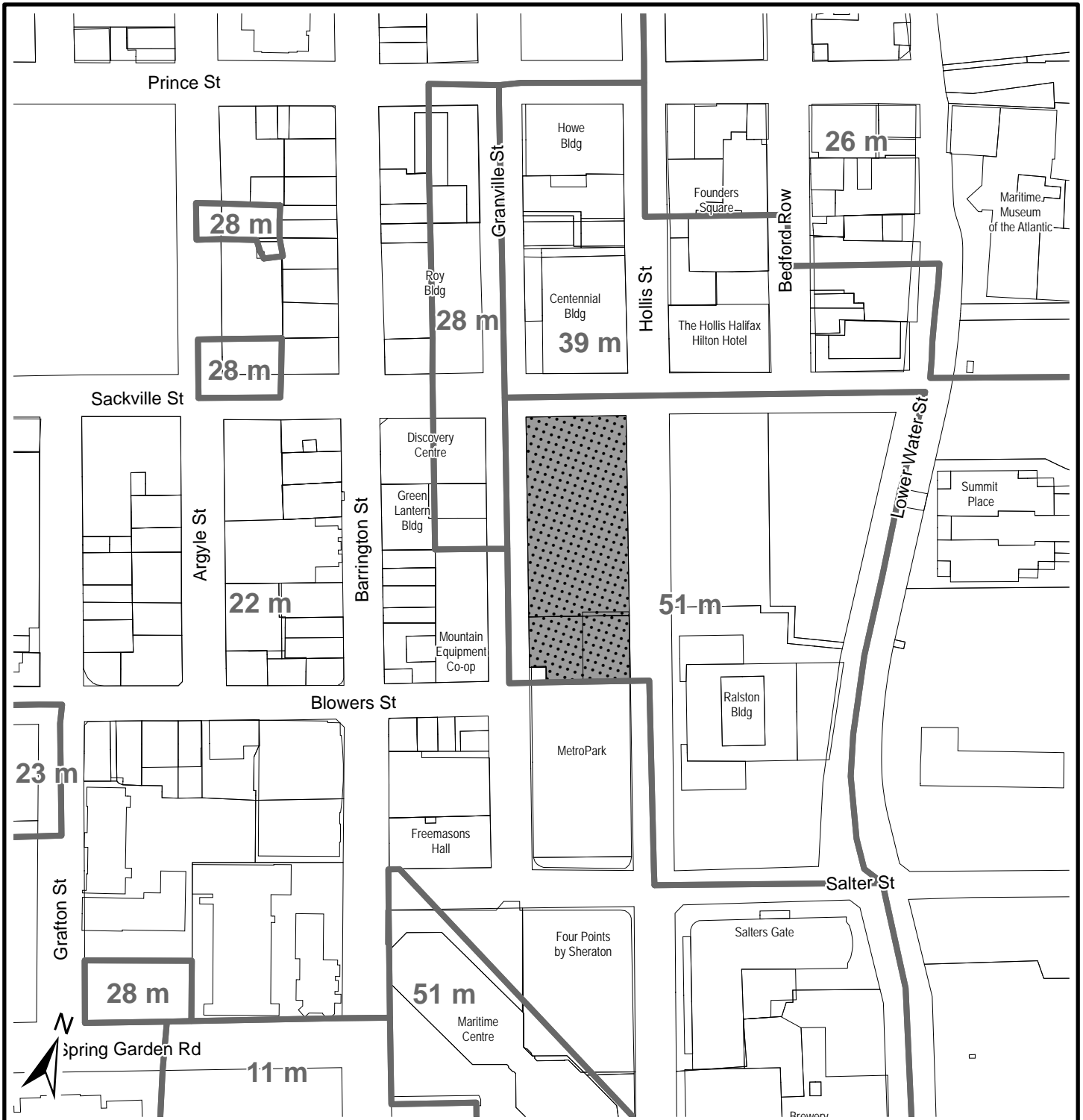
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This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.


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

Downtown Halifax
Plan Area



Map 2 - Maximum Pre-Bonus Heights

1591 Granville Street &
1568 Hollis Street
Halifax

 Subject site

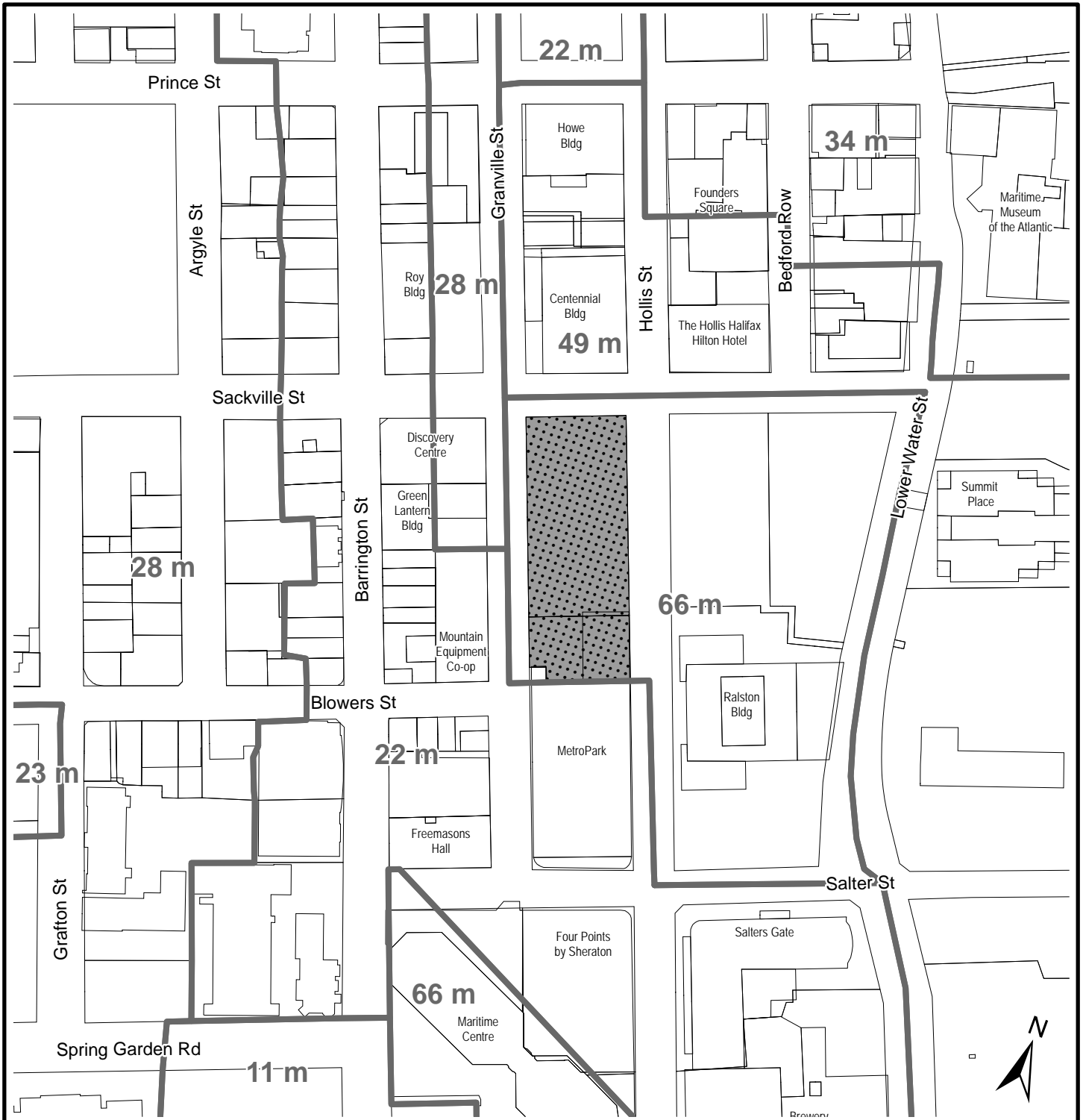
HALIFAX



This map is an unofficial reproduction of a portion of Map 4 Maximum Pre-Bonus Heights for the plan area indicated.


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

Downtown Halifax
Plan Area

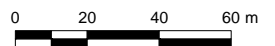


Map 3 - Maximum Post-Bonus Heights

1591 Granville Street &
1568 Hollis Street
Halifax

 Subject site

HALIFAX



This map is an unofficial reproduction of a portion of Map 5 Maximum Post-Bonus Heights for the plan area indicated.

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

Downtown Halifax
Plan Area

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Form 24

Purpose: to request or direct a revision of title and Certificate of Legal Effect

Registration district:	Halifax County
Submitter's user number:	3517
Submitter's name:	David G. Lewis

In the matter of Parcel Identification Number (PID)

PID: 41036096	PID: 41188731
PID: 00003954	

For Office Use

HALIFAX COUNTY LAND REGISTRATION OFFICE	
I certify that this document was registered or recorded as shown here.	
Registrar	
89466073	LR <input checked="" type="checkbox"/> ROD <input type="checkbox"/>
Document #	
DEC 05 2007	<u>1100</u>
MM DD YYYY	Time

The following additional forms are being submitted simultaneously with this form and relate to the attached document:

- Form 24(s)
- Form 8A(s)
- This Form 24 creates or is part of a subdivision or consolidation

TAKE NOTICE THAT a revision of the registration of the above-noted parcel is hereby requested or directed as set out below.

AND FURTHER TAKE NOTICE THAT the attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:

- recorded in the attorney roll
- recorded in the parcel register
- incorporated in the document
- no power of attorney applies to this document

The following registered interests are changed in the parcel registration

Instrument type	n/a
Interest holder and type to be removed (if applicable)	n/a
Interest holder and type to be added (if applicable) Note: include qualifier (e.g. estate of, executor, trustee, personal representative) (if applicable)	n/a
Mailing address of interest holder to be added (if applicable)	n/a
Manner of tenure (if applicable)	n/a

#342087.1

April 3, 2007

Description of mixture of tenants in common and joint tenancy (if applicable)	n/a
Access type to be removed (if applicable)	n/a
Access type to be added (if applicable)	n/a
Percentage or share of interest held (for use with tenant in common interests)	n/a
Non-resident (to qualified solicitor's information and belief) (Yes/No?)	n/a
Reference to related instrument in parcel register (if applicable)	n/a
Reason for removal of interest (For use only when interest is being removed by operation of law) Instrument code: 443	n/a

The following burdens are to be added and/or removed in the parcels registration:

Instrument type	Agreement Re Use of Land
Interest holder and type to be removed (if applicable)	n/a
Interest holder and type to be added (if applicable) Note: include qualifier (e.g. estate of, executor, trustee, personal representative)(if applicable)	Halifax Regional Municipality – Party to Agreement (Burden)
Mailing address of interest holder to be added (if applicable)	PO Box 1749, Halifax, Nova Scotia, B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	n/a
Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument code: 443	n/a

Certificate of Legal Effect:

I certify that it is appropriate to make the above-noted changes to the parcel register for the indicated PID.

Certified at Halifax, in the County of Halifax, Province of Nova Scotia, on November 23rd, 2007.

Original Signed

Signature of authorized lawyer

Name David G. Lewis

Address 1800-1801 Hollis Street, Halifax,
Nova Scotia, B3J 3N4

Phone _____

Email: _____

Fax: _____

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

THIS AGREEMENT made this *28* day of *November*, 2007,
 BETWEEN:

UNITED GULF DEVELOPMENTS LIMITED,

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,

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

OF THE SECOND PART

WHEREAS the developer wishes to obtain permission to construct a mixed use development including hotel, commercial and multiple-unit residential uses on Lot 1B (PID# 41036096), Lot Y (PID# 00003954) and Lot X, formerly the northwest portion of lot 1A (PID# 41188731) bounded by Granville, Sackville, Hollis and Salter Streets, Halifax pursuant to Implementation Policy 3.5.1 of the Halifax Municipal Planning Strategy and Section 84 of the Halifax Peninsula Land Use By-law;

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 Regional Council of Halifax Regional Municipality, at its meeting on the 21st day of March, 2006, approved the said agreement to allow for a mixed use development on the lands subject to the registered owner of the lands described herein entering into this agreement, and at the same meeting, approved the discharge of that portion of the existing development resolution as it applies to Lot X, formerly the northwest portion of lot 1A (PID# 41188731) which is approved for a surface parking lot, filed in the Registry of Deeds in Book No. 6785, Pages 177-192, said discharge to take effect upon the registration of 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 subject to the terms and conditions of this Agreement.

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

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

1.3 Applicability of Other Bylaws, Statutes and Regulations

Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the 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 Schedules / Use of Lands

The Developer shall develop and use the lands (described in Schedule "A" of this agreement) for a mixed use, commercial / residential development which, in the opinion of the Development Officer, is substantially in conformance with Plans No. 001 - 031 filed in the Halifax Regional Municipality Planning and Development Services as Case #00709 and are attached as the following Schedules to this Agreement:

Schedule "A"	Legal Description of the Lands	
Schedule "B"	Site Plan / Sidewalk Details	Plan #00709-001
Schedule "C"	Parking Plan, Level P4	Plan #00709-002
Schedule "D"	Parking Plan, Level P3	Plan #00709-003
Schedule "E"	Parking Plan, Level P2	Plan #00709-004
Schedule "F"	Parking Plan, Level P1	Plan #00709-005
Schedule "G"	Ground Floor Plan, Hollis Street (Level L1)	Plan #00709-006
Schedule "H"	Ground Floor Plan, Granville St. (Level L2)	Plan #00709-007
Schedule "I"	Floor Plan, Podium 1 (Level 3)	Plan #00709-008
Schedule "J"	Floor Plan, Podium 2 (Level 4)	Plan #00709-009
Schedule "K"	Floor Plan, Level 5	Plan #00709-010
Schedule "L"	Typical Floor Plan (Level 14)	Plan #00709-011
Schedule "M"	Typical Floor Plan (Level 26)	Plan #00709-012
Schedule "N"	Floor Plan, Penthouse (Level 27)	Plan #00709-013
Schedule "O"	Roof Plan	Plan #00709-014
Schedule "P"	Building Sections	Plan #00709-015
Schedule "Q"	Building Sections	Plan #00709-016
Schedule "R"	Building Sections	Plan #00709-017
Schedule "S"	Building Elevations	Plan #00709-018
Schedule "T"	Building Elevations	Plan #00709-019
Schedule "U"	Partial Podium Elevation	Plan #00709-020
Schedule "V"	Partial Podium Elevation	Plan #00709-021
Schedule "W"	Partial Podium Elevation	Plan #00709-022
Schedule "X"	Partial Podium Elevation	Plan #00709-023
Schedule "Y"	Partial Podium Elevation	Plan #00709-024
Schedule "Z"	Partial Podium Elevation	Plan #00709-025
Schedule "A-1"	Partial Podium Elevation	Plan #00709-026
Schedule "B-1"	Partial Podium Elevation	Plan #00709-027
Schedule "C-1"	Partial Podium Elevation	Plan #00709-028
Schedule "D-1"	Partial Podium Elevation	Plan #00709-029
Schedule "E-1"	Partial Podium Elevation	Plan #00709-030
Schedule "F-1"	Partial Podium Elevation	Plan #00709-031

2.2 Architectural Requirements

(a) Materials and Colour

The exterior architectural materials shall substantially conform to the attached schedules. The exterior materials shall consist primarily of glass and shall also include stone and copper and other metals as illustrated on Schedules S through Z and A-1 through F-1. The glass shall be substantially made up of clear vision and bronze tinted vision glass as illustrated on the Schedules.

2.3 Landscaping

- (a) A detailed landscape plan prepared by a Landscape Architect shall be submitted with the application for Building and Development Permits. The landscape plan shall provide details of ground level/ sidewalk landscaping shown on Schedule "B" and the rooftop garden area shown on Schedule "K". The plan shall specify all model numbers, quantities and manufacturers of site furnishings (benches, bicycle racks, etc.) as well as construction details of landscape features (planters, hard surfaces, planting details, etc.). The developers shall ensure that all plant material is to conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas are to conform to the Canadian Nursery Sod Growers' Specifications. Materials and finishes shall be of high quality.
- (b) Sidewalk construction, planting and site furnishings at ground/ sidewalk level shall be the responsibility of the Developer and shall comply with the Capital District standards for the Barrington Street district as developed through the Urban Design project. The Development Officer shall consult with the Capital District Streetscape Coordinator and the Manager of Right-of-Way Services on the detailed design prior to the issuance of a Development Permit. The Developer agrees to provide street trees, benches, bicycle racks and garbage receptacles of a type consistent with the aforementioned municipal standards subject to detailed design and review.
- (c) The rooftop garden area shown on Schedule "K" may include a combination of sodded areas, ground cover, walkways, shrubs, deciduous and coniferous trees, site furnishings and landscaping features. The Developer agrees that this space shall be used by building occupants and their guests only and will be accessible for occasional private functions on a limited, seasonal basis. Planting on rooftops and podiums above structures shall be carefully selected for their ability to survive in rooftop environments. Approximately 50 percent of the plant material shall be evergreen and/or material with winter colour and form. Deciduous trees shall have a minimum size of 45 mm caliper (1.8 inch diameter). Coniferous trees shall be a minimum of 1.5 m (5 ft.) high and upright shrubs shall have a minimum height of 60 cm. (2 ft.). Rooftop trees will be located in planting beds or containers.

- (d) It is the responsibility of the developer to ensure that all structures are capable of supporting loads for all rooftop landscaping as well as the anticipated mature weight of the plant material on any rooftop and podium.
- (e) The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/salting of walkways and driveways.
- (f) No occupancy permit shall be issued for any building constructed on the lands until such time as the landscaping associated with that phase of development has been completed in accordance with Schedules B and K. The Developer shall provide written certification from a Landscape Architect to the Development Officer indicating that all landscaping has been completed in accordance with the above. However, where such building has been completed and all other terms of this agreement, except for landscaping, 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 an automatically renewing letter of credit issued by a chartered bank to 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 on the landscape plan. The security deposit or unused portion of the security deposit shall be returned to the developer upon completion of the work and its certification.

2.4 Solid Waste Facilities

The proposed building shall include designated space for three stream (refuse, recycling and composting) source separation services (containers, rooms, facilities, etc.) for the multiple-unit residential uses proposed. 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 the General Manager of Solid Waste Resources.

2.5 Encroachments

The proposed building encroachments into the street rights-of-way, illustrated on the attached Schedules, shall require the approval of Regional Council and a separate encroachment license as per the requirements of the Encroachment By-law (By-law E-200).

2.6 Ground Floor Commercial Uses

The commercial retail spaces shown on Schedules G and H which have direct or indirect access to the street/sidewalk (including the hotel related retail/ restaurant uses) shall not be converted to non-commercial uses or commercial uses which do not involve direct or indirect customer access to the street/ sidewalk.

2.7 Variations

Notwithstanding section 2.1, the Development Officer may approve variations to the internal floor plans affecting the type and number of residential units and population count, internal floor layout of the hotel, parking levels and commercial uses and minor variations to the exterior podium level details of the building provided that the intent of Section 2.6 is met and that the overall design is substantially in conformance with Schedules B through Z and A-1 through F-1. The penthouse floor level (Schedule N) may be used for residential, hotel or other commercial purposes.

2.8 Surveyor Certification re: Viewplanes

Prior to the issuance of both a Development Permit and Occupancy Permit for any portion of the development, the Developer shall provide to the Development Officer written certification from a professional surveyor that both the proposed development and completed building does not violate sections 24 and 26B of the Halifax Peninsula Land Use By-law.

2.9 Underground Utilities/ Street Right-of-Way

The Developer agrees to place all utility services underground. In addition to being responsible for the cost of placing secondary services underground, the Developer agrees to pay for all civil costs required to place the utility wires (primary services) underground that are currently above ground within those portions of Granville Street, Sackville Street and Hollis Street which abut the site. It is expected that any cabling or pole removal costs associated with the placement of the wiring underground will be borne by the respective utility.

2.10 Vehicular Layby on Hollis Street

A vehicular layby may be permitted on Hollis Street abutting the hotel entrance as shown on Schedules B and G. The Developer shall be responsible for ensuring that sidewalk design and maintenance issues on the private portion of the sidewalk are in conformance with clauses 2.3 (b) and (e) and the Developer agrees that full public access along the private portion of the sidewalk shall be granted to pedestrians travelling along Hollis Street. In the event that additional laybys are approved by the Development Engineer, the same requirements as above shall apply.

2.11 Parking as Interim Use of Lands

Vehicular parking for the public shall be permitted on the lands as an interim land use provided the following:

- (a) landscaping and fencing is provided along the perimeter of the site except at driveway and pedestrian entrances/exits;
- (b) an attendant kiosk may be permitted at the vehicular entrance/ exit;
- (c) parking shall be rented on a monthly basis only and shall not be for the exclusive use of any block or building in the area;

- (d) the interim parking use shall be permitted until such time as the building permit is issued and construction commences and may only be extended by resolution of Council pursuant to Section 3.1 (e).

2.12 Wind Mitigation Measures

The Developer shall submit a report to the Development Officer prepared by a professional engineer experienced in wind engineering which outlines proposed wind mitigation measures for the development. The report shall specify various mitigation measures / solutions which will result in acceptable wind conditions as identified in the wind study report dated May 4, 2005. Appropriate mitigation measures/ solutions shall be approved by the Development Officer prior to the issuance of a Development Permit except those which, in the opinion of the Development Officer, involve a substantial change in the design of the building, those which are not in accordance with the Capital District standards and / or those which require an encroachment license. In these instances, such measures shall be considered by Regional Council as per Sections 2.5 and 3.1 (d) prior to the issuance of a Development Permit. Mitigation measures / solutions shall be shown on the building plans submitted for Development Permit approval and completed prior to the issuance of an occupancy permit.

2.13 Vehicular Loading/ Unloading

Vehicular loading and unloading shall not be permitted during morning and afternoon peak traffic hours. The loading area abutting Hollis Street shall be clearly demarcated with signs and/or pavement markings or other suitable pedestrian warning devices.

2.14 Environmental Remediation and Archeological Investigation

The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regard to archeological investigation/ special places protection and environmental remediation of the lands.

PART 3: AMENDMENTS

- 3.1 The provisions of this Agreement relating to the following matters are identified as, and shall be deemed to be, not substantive and may be amended by resolution of the Regional Council:
 - (a) changes to the exterior architectural appearance of the building or the design, layout and positioning of the building, excepting those which are approvable by the Development Officer pursuant to sections 2.7 and 2.12, provided that plans are submitted for any changes to the building design and that such changes, in the opinion of Council, are minor in nature;
 - (b) changes to the architectural requirements as outlined in Section 2.2 and corresponding plans / Schedules which, in the opinion of Council, are minor in nature;
 - (c) changes to the landscaping measures as shown on Schedules "B" and "K" or as detailed in section 2.3 which, in the opinion of Council, are minor in nature;

- (d) wind mitigation measures other than those approvable by the Development Officer (refer to Section 2.12);
 - (e) changes to the time frames for commencement and/or completion of the development as outlined in Part 4 and for the interim parking use as outlined in section 2.11.
- 3.2 Amendments to any matters not identified under Section 3.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia, and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, leasees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3 In the event that construction of the project has not commenced within 4 years from the date of approval of this Agreement by the Municipality, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean the issuance of Development and Building Permits, site excavation and completion of the first underground parking level of the development (Schedule "C" - Level P4).
- 4.4 Upon the completion of the development or portions thereof, 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.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

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

- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any 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 or take such remedial action as is considered necessary to correct a breach of the development agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants or remedial action, shall be a first lien on Property and be shown on any tax certificate issued under the Assessment Act.
 - (c) the Municipality may, by resolution, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
 - (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

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

Signed, sealed and delivered)
in the presence of:)

per: **Original Signed**)

per: _____)

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

per: **Original Signed**)

UNITED GULF DEVELOPMENTS LIMITED

per: **Original Signed**)

per: _____)

HALIFAX REGIONAL MUNICIPALITY

Original Signed)

per: Peter J. Kelly)

MAYOR

per: **Original Signed**)

MUNICIPAL CLERK

SCHEDULE "A"

All that certain parcel of land on Granville Street, Halifax Regional Municipality, Nova Scotia designated as Lot 1B on a Subdivision Plan of Lot 1 lands owned by Halifax Regional Municipality, Hollis Street, Granville Street, Sackville Street and Salter Street by Bruce Mahar, N.S.L.S dated June 20, 2000, said Lot 1B being approved by Halifax Regional Municipality on June 8, 2001 and being more particularly described as follows:

Commencing at a survey marker at the corner of Sackville Street and Granville Street;

Thence North 69 degrees 04 minutes 22 seconds East 122.39 feet along Sackville Street to a survey marker;

Thence South 20 degrees 55 minutes 37 seconds East 243.71 feet along the southern side of Hollis Street to a rock post;

Thence South 69 degrees 04 minutes 23 seconds West 122.97 feet to a survey marker on the northern side of Granville Street;

Thence North 20 degrees 47 minutes 33 seconds West 243.71 feet along the northern boundary of Granville Street to the point of commencement.

An approved plan of subdivision has been filed under the Registry Act or registered or recorded under the Act.

SCHEDULE A

ALL that certain lot, piece and parcel of land situate on the western side line of Hollis Street, Halifax County, Province of Nova Scotia, being designated as Lot Y on a Plan Showing Location of civic No. 1568, 1572, 1586 Hollis Street, said plan dated June 13, 1974, signed by J. Forbes Thompson, N.S.L.S., which plan was approved by City Council of the City of Halifax as a lot consolidation of lots 9 and 10 to form Lot Y, on September 26, 1974.

Commencing at the northeast corner of the lot being civic number 1562 Hollis Street at the Hollis Street line and thence running in a southwesterly direction along the northern boundary line of the lot being civic number 1562 a distance of 80 feet, more or less, to the southeast corner of lot number 1;

Thence along the eastern boundary lines of lots 1 and 2 a distance of 80 feet more or less to the southwestern corner of lot 11;

Thence along the southern boundary line of lot 11 a distance of 60 feet, more or less, to the western side line of Hollis Street.

Thence along the western side line of Hollis Street a distance of 80 feet, more or less, to the point of commencement;

Being and intended to be the same lands conveyed from Austen Bros. Limited to Snac Pac Services Limited by Deed bearing date the June 30, A.D., 1969 and registered in the Office of the Registrar of Deeds for Halifax County in Book 2321 at pages 125 to 128.

An approved plan of subdivision has been filed under the Registry Act or registered or recorded under the Act.

Lot X
Granville Street
Halifax, Nova Scotia

ALL THAT CERTAIN parcel of land at Halifax, Nova Scotia and shown as Lot X on a plan of survey of Lot 1AX and Lot X; A Subdivision of Lot 1A, lands owned by Halifax Regional Municipality; signed by Bruce Mahar, N.S.L.S., dated October 14, 2005; filed as Alderney Surveys Limited Plan no. 055214-1 and described as follows:

BEGINNING at a point at the juncture of the south boundary of Lot 1B with the east boundary of Granville Street;

THENCE south 20 degrees 47 minutes 33 seconds east a distance of 61.60 feet along a portion of the east boundary of Granville Street to a north boundary of Lot 1AX;

THENCE north 69 degrees 04 minutes 23 seconds east a distance of 20.58 feet along the said north boundary of Lot 1AX to an east boundary of Lot 1AX;

THENCE south 20 degrees 55 minutes 37 seconds east a distance of 18.40 feet along the said east boundary of Lot 1AX to a point on a north boundary of Lot 1AX;

THENCE north 69 degrees 04 minutes 23 seconds east a distance of 42.53 feet along a portion of the said north boundary of Lot 1AX to a point on the west boundary of Lot Y;

THENCE north 20 degrees 55 minutes 37 seconds west a distance of 80.00 feet along the west boundary of Lot Y to a point on the south boundary of Lot 1B;

THENCE south 69 degrees 04 minutes 23 seconds west a distance of 62.97 feet along a portion of the south boundary of Lot 1B to the POINT OF BEGINNING.

CONTAINING 4,666 square feet.

SUBJECT TO an access and service easement in favour of Lot 1AX shown on the abovementioned plan as Easement 1AX-1 and described as follows:

BEGINNING at a point at the juncture of an east boundary of Granville Street with a south boundary of Lot X;

THENCE north 20 degrees 47 minutes 33 seconds west a distance of 5.00 feet along a portion of the said east boundary of Granville Street to a point;

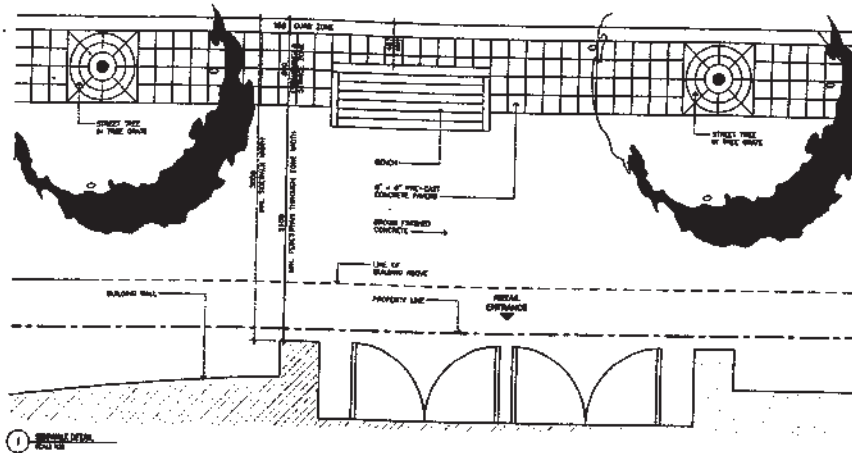
THENCE north 69 degrees 04 minutes 23 seconds east a distance of 20.56 feet to a point;

THENCE south 20 degrees 55 minutes 37 seconds east a distance of 5.00 feet to a point on the aforementioned south boundary of Lot X;

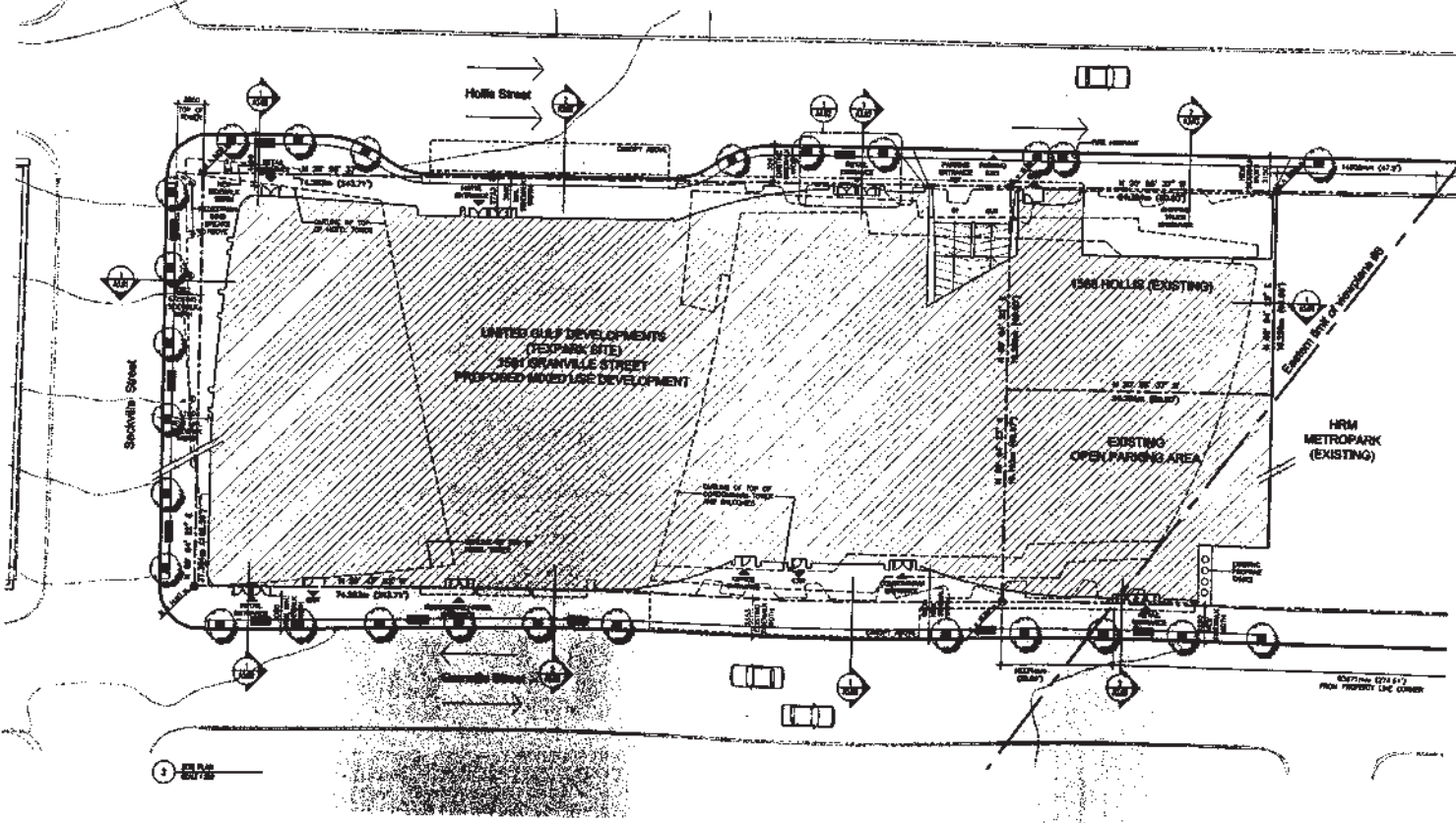
THENCE south 69 degrees 04 minutes 23 seconds west a distance of 20.58 feet along the said south boundary of Lot X to the POINT OF BEGINNING;

CONTAINING 103 square feet.

BEARINGS are referred to the Nova Scotia Co-ordinate Survey System, Central Meridian 64 degrees 30 minutes West.



- Notes:
1. From Section B-B and the project in the vicinity. The section here is intended to show the relationship of the building to the ground and the surrounding area. It is not intended to show the details of the building's construction.
 2. The building is to be constructed of concrete. The walls are to be finished with a smooth surface. The roof is to be finished with a smooth surface.
 3. The building is to be finished with a smooth surface. The walls are to be finished with a smooth surface. The roof is to be finished with a smooth surface.



DATE FOR DEVELOPMENT: APR 1 2011

Schedule "B" - Plan #00709-001

United Golf Developments Ltd.
 1000 Highway 104, Suite 100
 1000 Highway 104, Suite 100

HPA
 400 University Street, Suite 100
 400 University Street, Suite 100

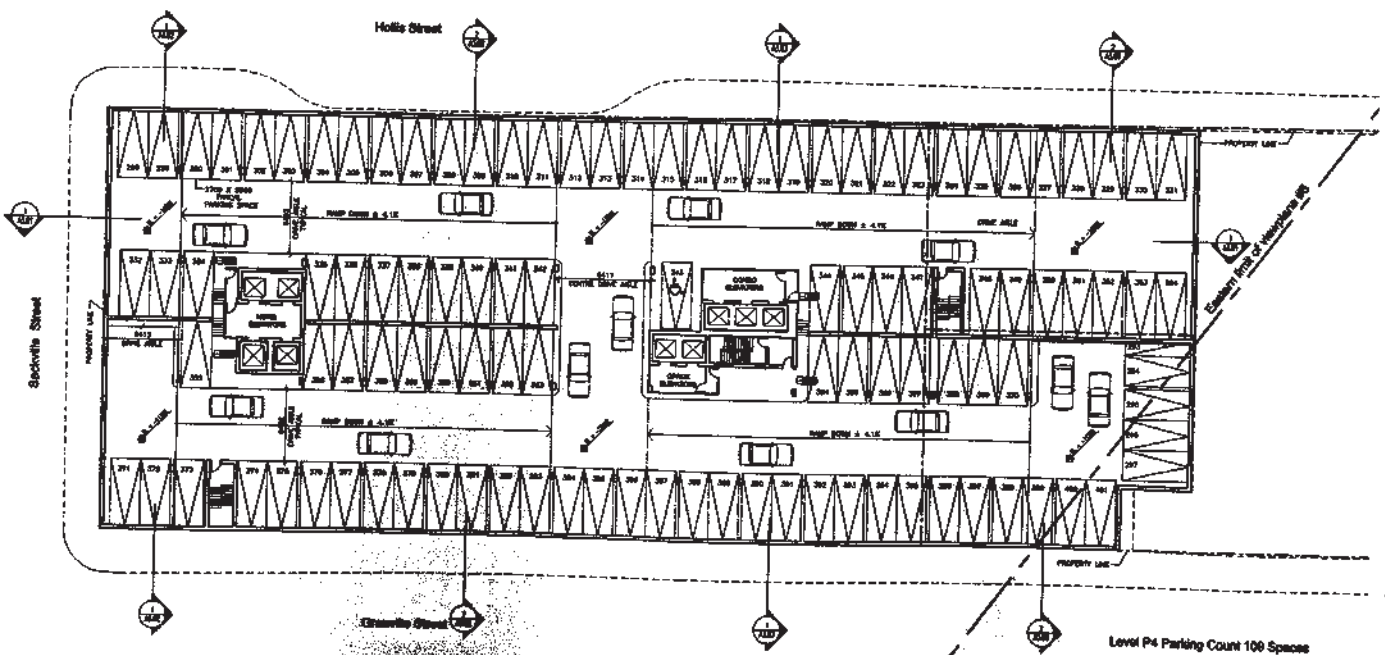
Downtown Mixed Use Development
 1501 Granville Street
 Halifax, Nova Scotia

Site Plan
 Schedule Details

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

A102

Notes:
 1. These General Conditions are the property of the Architect. No reproduction or alteration of any part of these conditions is permitted without the written consent of the Architect.
 2. The Contractor shall be responsible for obtaining all necessary permits and licenses for the work to be performed.
 3. The Contractor shall be responsible for obtaining all necessary insurance coverage for the work to be performed.
 4. The Contractor shall be responsible for obtaining all necessary approvals from the relevant authorities for the work to be performed.
 5. The Contractor shall be responsible for obtaining all necessary approvals from the relevant authorities for the work to be performed.
 6. The Contractor shall be responsible for obtaining all necessary approvals from the relevant authorities for the work to be performed.



SCALE FOR DEVELOPMENT PURPOSES
 DATE: 2014
 DRAWN BY: [Signature]

Schedule "C" - Plan #00709-002

United Gulf Developments Ltd.
 400 Bay Street, Suite 1000
 Toronto, Ontario M5H 2Y4
 Tel: (416) 593-8888

HPA
 200 Bay Street, Suite 1000
 Toronto, Ontario M5H 2Y4
 Tel: (416) 593-8888

DownTown Mixed Use Development
 501 Sackville Street
 Halifax, Nova Scotia
 NS1A 1A1

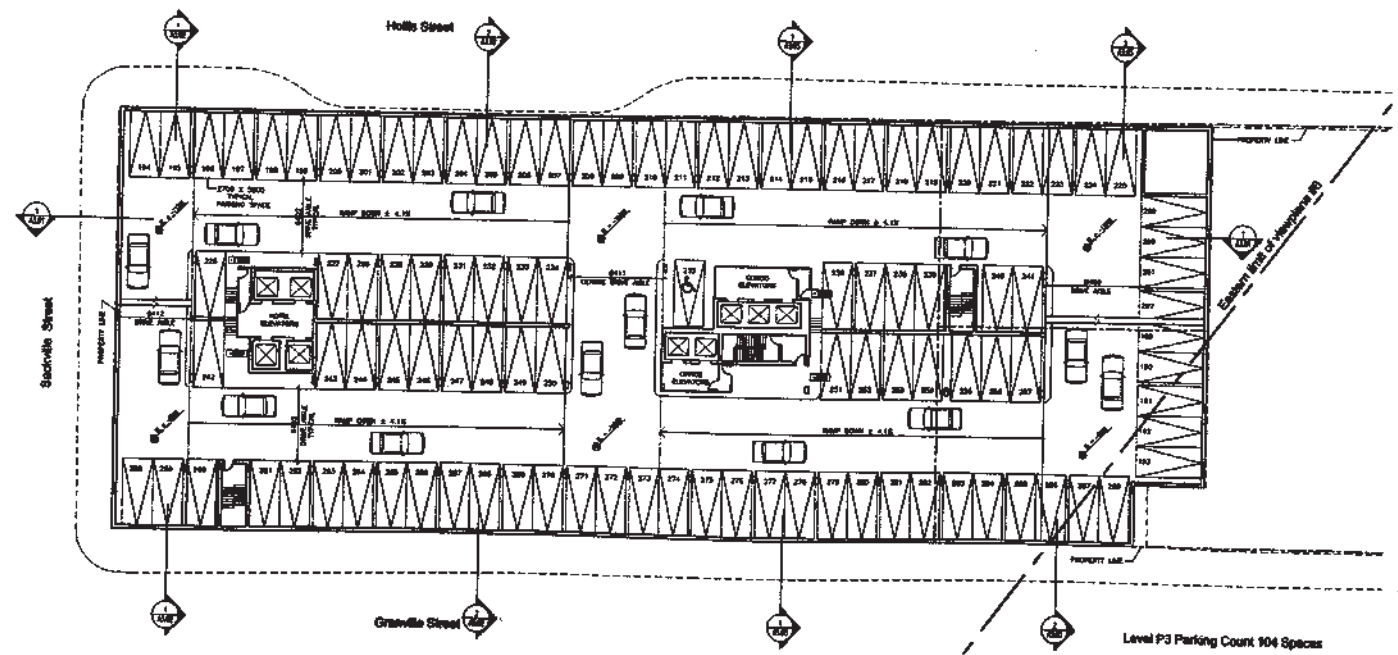
Parking Plan
 Level - P4

DATE: 2014
 DRAWN BY: [Signature]

A201

1. These Contract Documents are an integral part of the Agreement for the development of the project and shall be read in conjunction with the drawings and specifications. In the event of a conflict, the order of precedence shall be as follows:

1. Contract Documents
2. Addendum to Contract Documents
3. Request for Proposal
4. Bid
5. Contract Documents



SCALE FOR OVERHEAD APPROXIMATE	1:100
DATE	2004

Schedule "D" - Plan #00709-003

United Golf Developments Ltd.
 200 Market Street, Suite 200
 Vancouver, B.C. V6C 3E7

HPA
 614 Commercial Street, Suite 200
 Vancouver, B.C. V6C 2K7

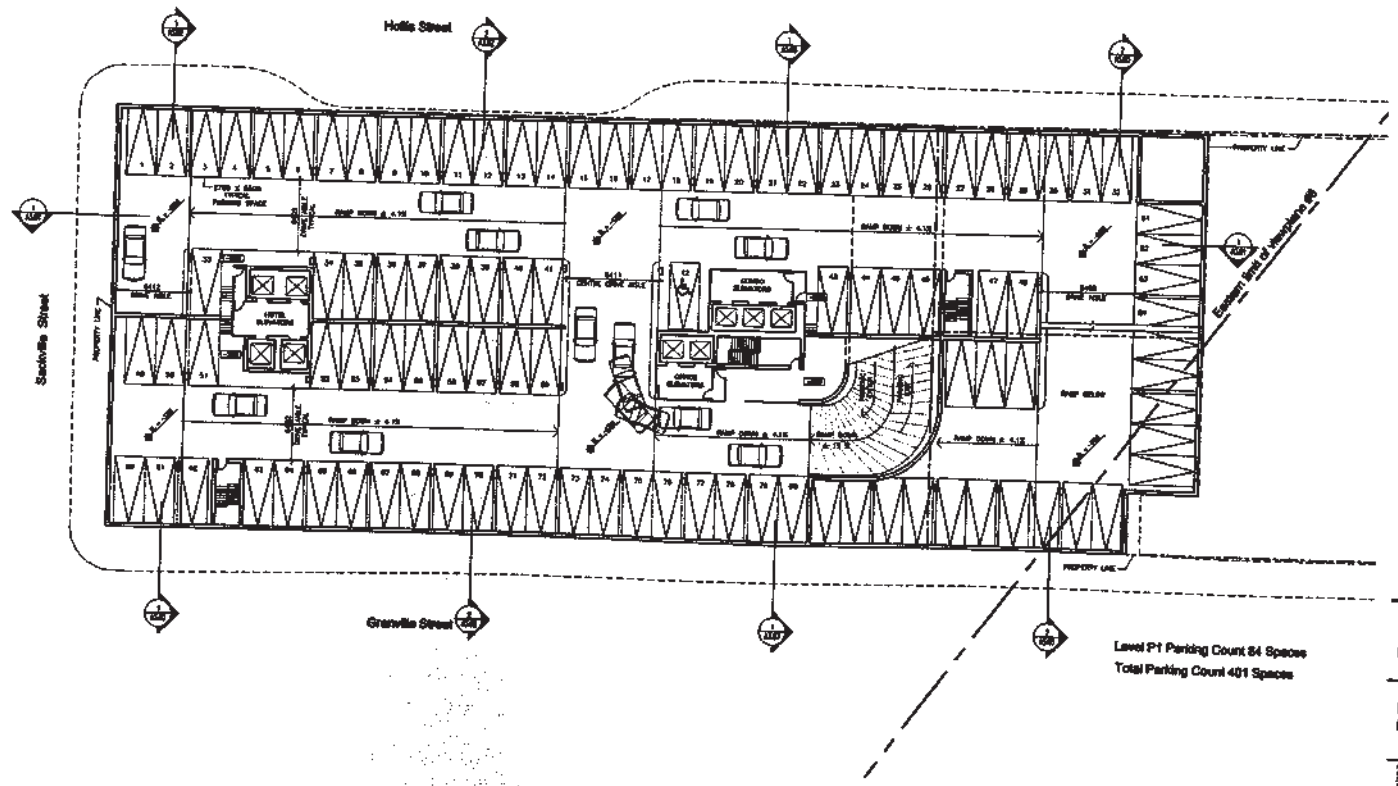
Downs Mixed Use Development
 2001 Granville Street
 Halifax, Nova Scotia

Parking Plan
 Level - P3

DATE	2004
SCALE	1:100
PROJECT NO.	00709-003

A2.02

General Notes
 1. These General Notes are the property of the Engineer. They shall remain the property of the Engineer and shall not be used for any other purpose without the written consent of the Engineer.
 2. The Engineer is not responsible for the accuracy of the information provided by the client or for the accuracy of the information provided by the client's consultants.
 3. The Engineer is not responsible for the accuracy of the information provided by the client's consultants.
 4. The Engineer is not responsible for the accuracy of the information provided by the client's consultants.



Level P1 Parking Count 64 Spaces
 Total Parking Count 401 Spaces

Scale for development purposes
 1:100

Schedule "F" - Plan #00709-005

United Gulf Developments Ltd.
 100 Market Street
 Suite 100
 Christchurch 8011

HPA
 100 Market Street
 Suite 100
 Christchurch 8011

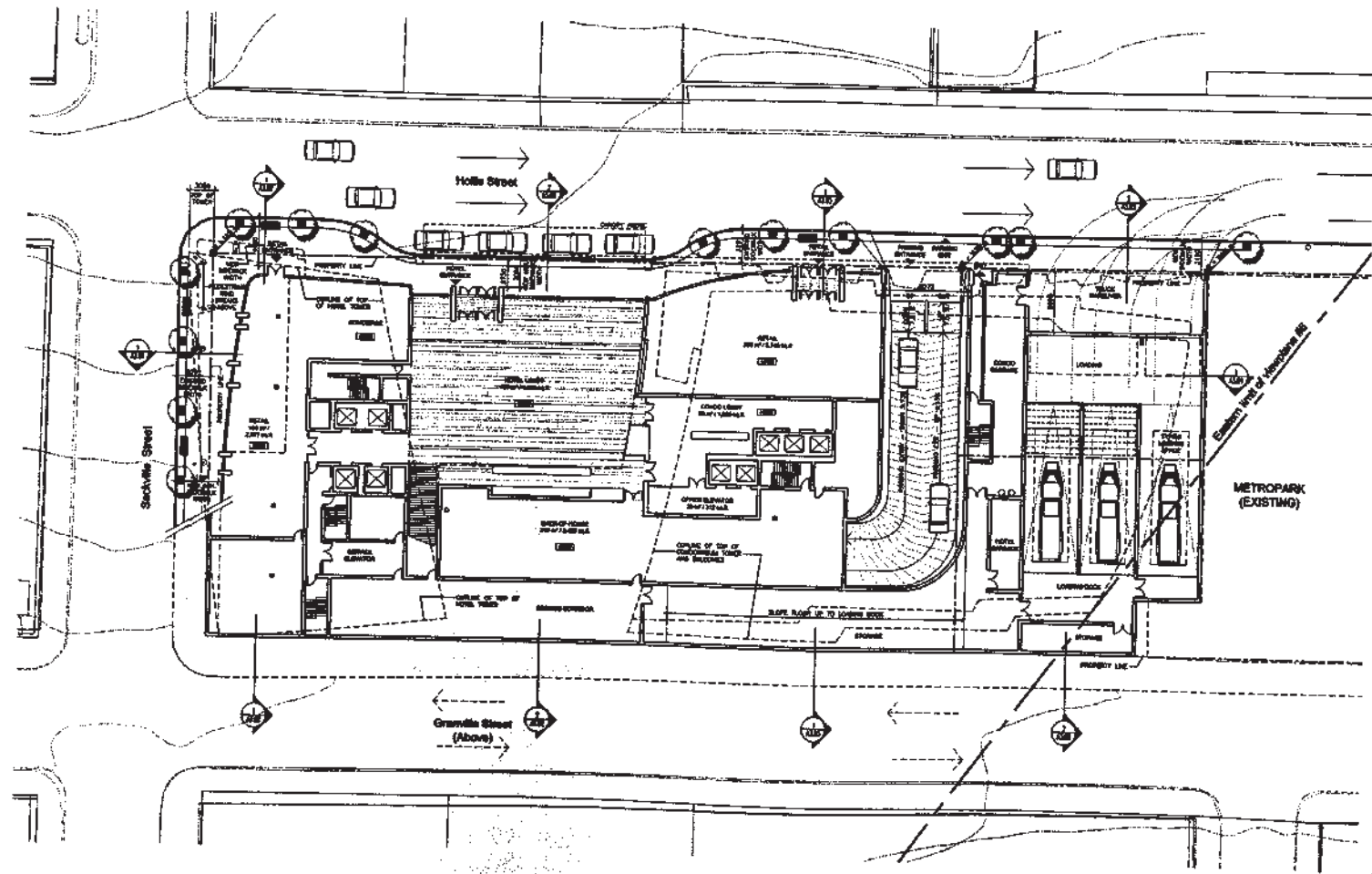
Downtown Mixed Use Development
 100 Granville Street
 Halifax, Nova Scotia

Parking Plan
 Level - P1

Project No: 00709
 Date: 01/11/11
 Scale: 1:100

A2.04

General Notes:
 1. Field Survey Station is the property of the Architect. The Architect shall be responsible for the completion of field sketches to the Client. The Client shall be responsible for the completion of the field sketches. The Architect shall be responsible for the completion of the field sketches. The Client shall be responsible for the completion of the field sketches.
 2. Through the use of the field sketches, the Architect shall be responsible for the completion of the field sketches. The Client shall be responsible for the completion of the field sketches.
 3. Plans are subject to change without notice. The Architect shall be responsible for the completion of the field sketches. The Client shall be responsible for the completion of the field sketches.



Client: United Gulf Developments Ltd.
 Date: June 1, 1988

Schedule "G" - Plan #00709-006

United Gulf Developments Ltd.
 1000 Granville Street, Suite 1000
 Vancouver, B.C. V6Z 1G6

HPA
 1000 Granville Street, Suite 1000
 Vancouver, B.C. V6Z 1G6

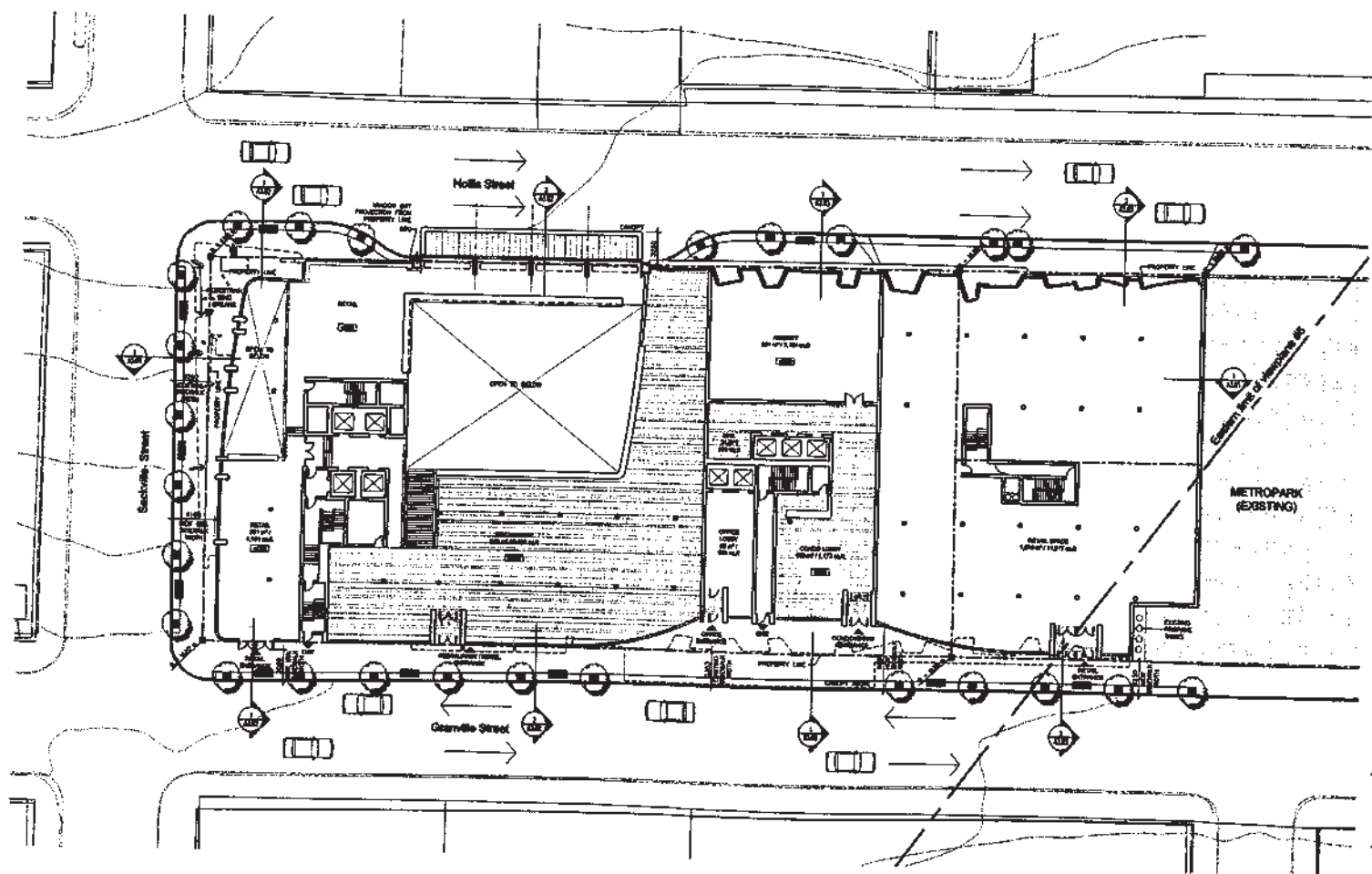
Downtown Mixed Use Development
 1000 Granville Street
 Halifax, Nova Scotia

Ground Floor Plan
 Holle Street Level - L1

Scale: 1/8" = 1'-0"
 Date: June 1, 1988

A205

Notes:
 1. This General Arrangement is the property of HPA Architects. No part of this drawing is to be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of HPA Architects.
 2. This drawing is not to be used for construction. It is for informational purposes only.
 3. The client is responsible for obtaining all necessary permits and approvals from the appropriate authorities.



DATE OF PRELIMINARY PLAN: JULY 1, 2007
 DATE OF THIS PLAN: 2007

Schedule "H" - Plan #00709-007

United Gulf Developments Ltd.
 500 Bland Street
 Halifax, Nova Scotia, B3H 2Y9
 TEL: (902) 426-7777

HPA
 200 Spring Road, 10th Floor
 Halifax, Nova Scotia, B3H 2Y9
 TEL: (902) 426-7777

CAUTION: PRELIMINARY ARCHITECTURE
 Downtown Mixed Use Development
 207 Glenville Street
 Halifax, Nova Scotia

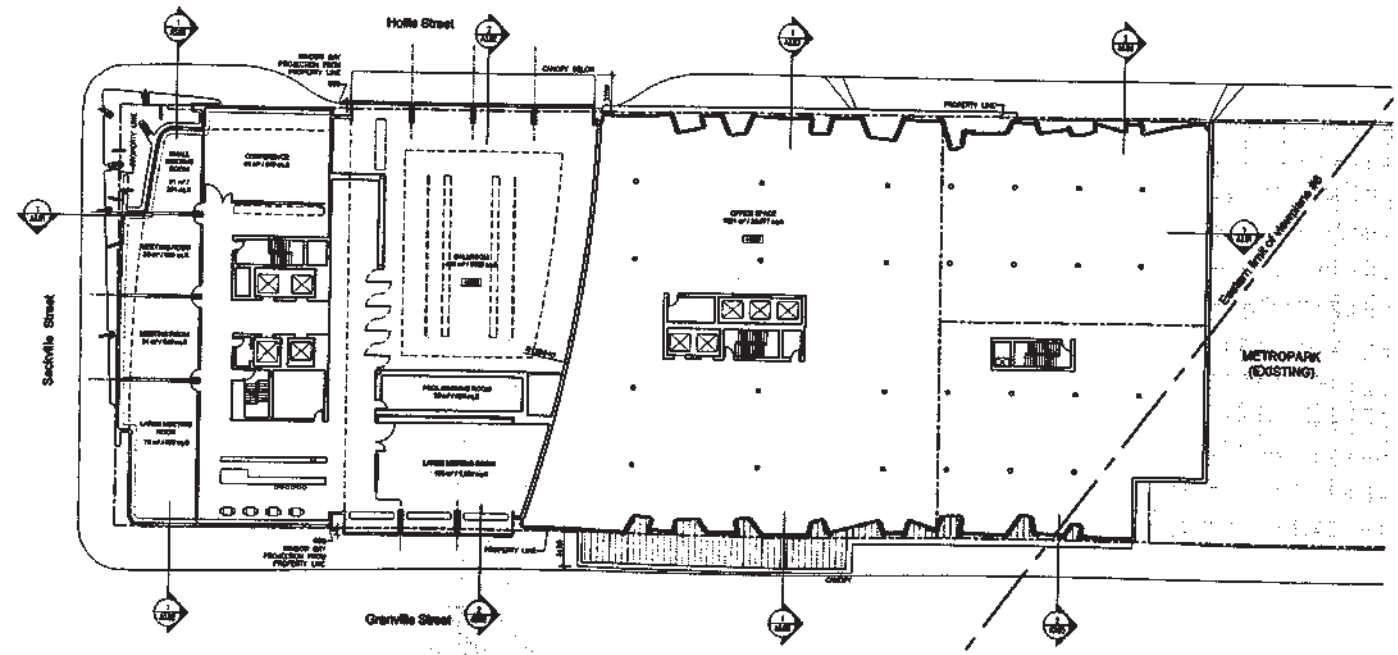
**Ground Floor Plan
 Glenville Street Level - L2**

DATE: 2007
 DRAWN BY: [Name]
 CHECKED BY: [Name]

A2.06

Notes:

1. This drawing is the property of the Architect. It shall remain the property of the Architect and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the Architect.
2. Plans are to be used for construction. Details in party of every structure are shown. Details are shown for the structure shown. Details are shown for the structure shown. Details are shown for the structure shown.
3. Plans are to be used for construction. Details in party of every structure are shown. Details are shown for the structure shown. Details are shown for the structure shown. Details are shown for the structure shown.



DATE	DESCRIPTION

Schedule "I" - Plan #00709-008

United Gulf Developments Ltd.
 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000.

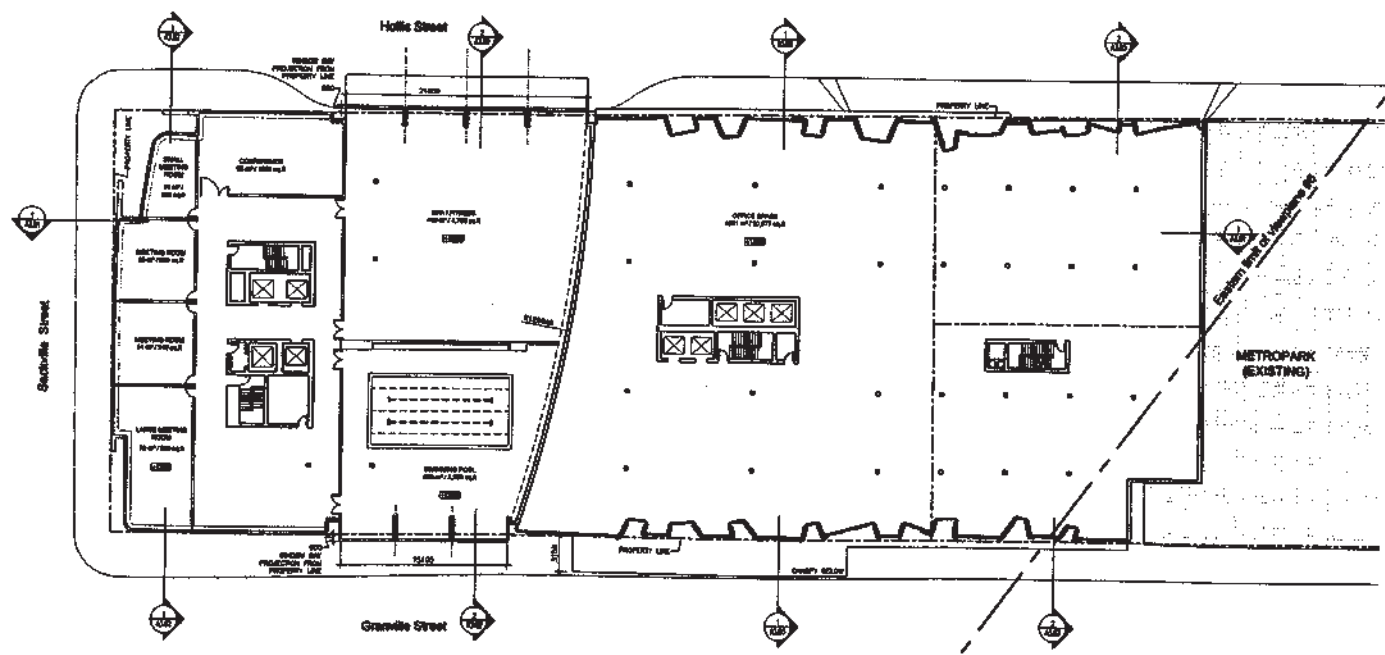
HPA
 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000.

Downtown Mixed Use Development
 1001 Graville Street
 Halifax, Nova Scotia

Phase 1 Floor Plan
 Level 3

DATE	DESCRIPTION

A2.07



NOTES

1. This drawing is the property of the Designer. The Designer shall not be held responsible for any consequences of their decisions or the execution of the work unless the Designer has been notified in writing of any changes or corrections to the drawing.
2. The Designer shall not be held responsible for any consequences of their decisions or the execution of the work unless the Designer has been notified in writing of any changes or corrections to the drawing.
3. The Designer shall not be held responsible for any consequences of their decisions or the execution of the work unless the Designer has been notified in writing of any changes or corrections to the drawing.



SCALE FOR OVER SHEET HORIZONTALLY: 1/4" = 1'-0"

Schedule "J" - Plan #00709-009

United Gulf Developments Ltd.
 200 Bay Street
 Suite 1000
 Toronto, Ontario M5H 2R4

HPA
 100 Dundas Street West
 Suite 1000
 Toronto, Ontario M5G 1C4

Downtown Mixed Use Development
 591 Granville Street
 Halifax, Nova Scotia

Podium 2 Floor Plan
 Level 4

DATE: 01/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]

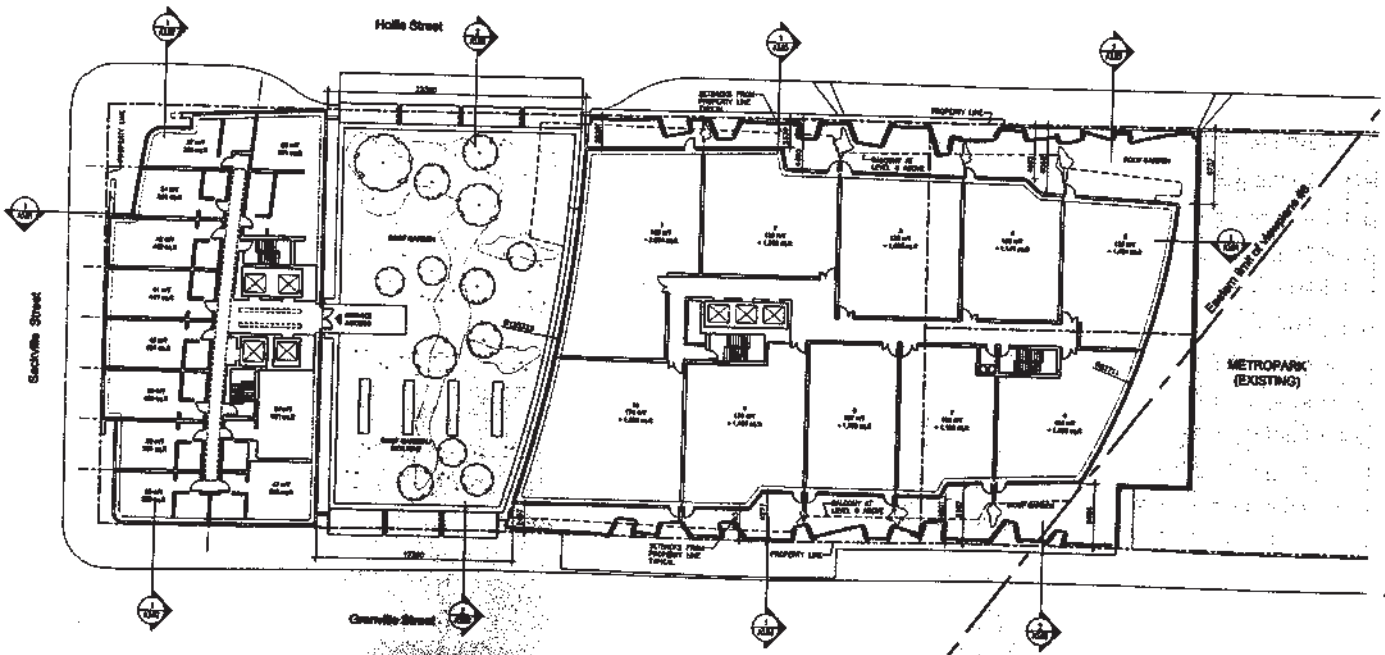
A208

1. This plan shall be in accordance with the provisions of the Zoning By-law of the City of Halifax, Nova Scotia, and shall conform to the provisions of the Building Code of Canada and the National Building Code of Canada. It is intended to be used in conjunction with the other plans submitted in support of this application.

2. The owner shall be responsible for obtaining all necessary permits from the appropriate authorities.

3. The owner shall be responsible for obtaining all necessary permits from the appropriate authorities.

4. The owner shall be responsible for obtaining all necessary permits from the appropriate authorities.



SCALE FOR OVERLAP VOLUMES
 DATE: JAN 1 2008
 DRAWN BY: [Name]
 CHECKED BY: [Name]

Schedule "K" - Plan #00709-010

United Gulf Developments Ltd.
 1000 Highway 100
 Suite 100
 Halifax, Nova Scotia B3H 2Y1

HPA
 1000 Highway 100, Suite 100
 Halifax, Nova Scotia B3H 2Y1

DownTown Mixed Use Development
 1001 Granville Street
 Halifax, Nova Scotia

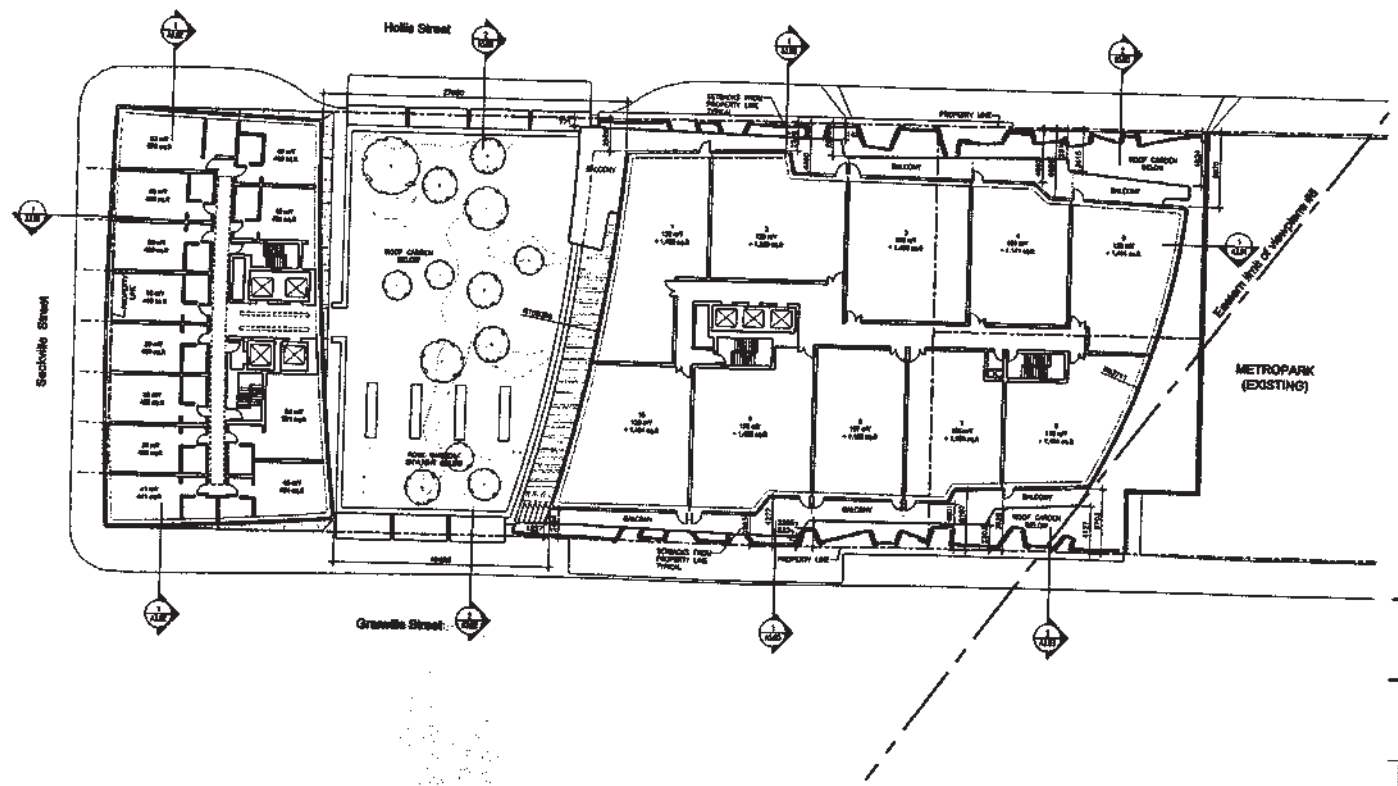
Level 5 Floor Plan

DATE: [Date]
 DRAWN BY: [Name]
 CHECKED BY: [Name]

A2.09

General Notes

1. These General Notes are the property of the Architect. The Architect shall not be held responsible for the interpretation of Plans. It is the responsibility of the Client to ensure that the Plans are interpreted correctly and that all necessary permissions and approvals are obtained from the relevant authorities.
2. The Client shall be responsible for obtaining all necessary permissions and approvals from the relevant authorities.
3. The Client shall be responsible for ensuring that the Plans are interpreted correctly and that all necessary permissions and approvals are obtained from the relevant authorities.
4. The Client shall be responsible for ensuring that the Plans are interpreted correctly and that all necessary permissions and approvals are obtained from the relevant authorities.



Scale	1:100
Date	2011

Schedule "L" - Plan #00709-011

United Gulf Developments Ltd.
 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

HPA
 HASSEY PONTARINI ARCHITECTS

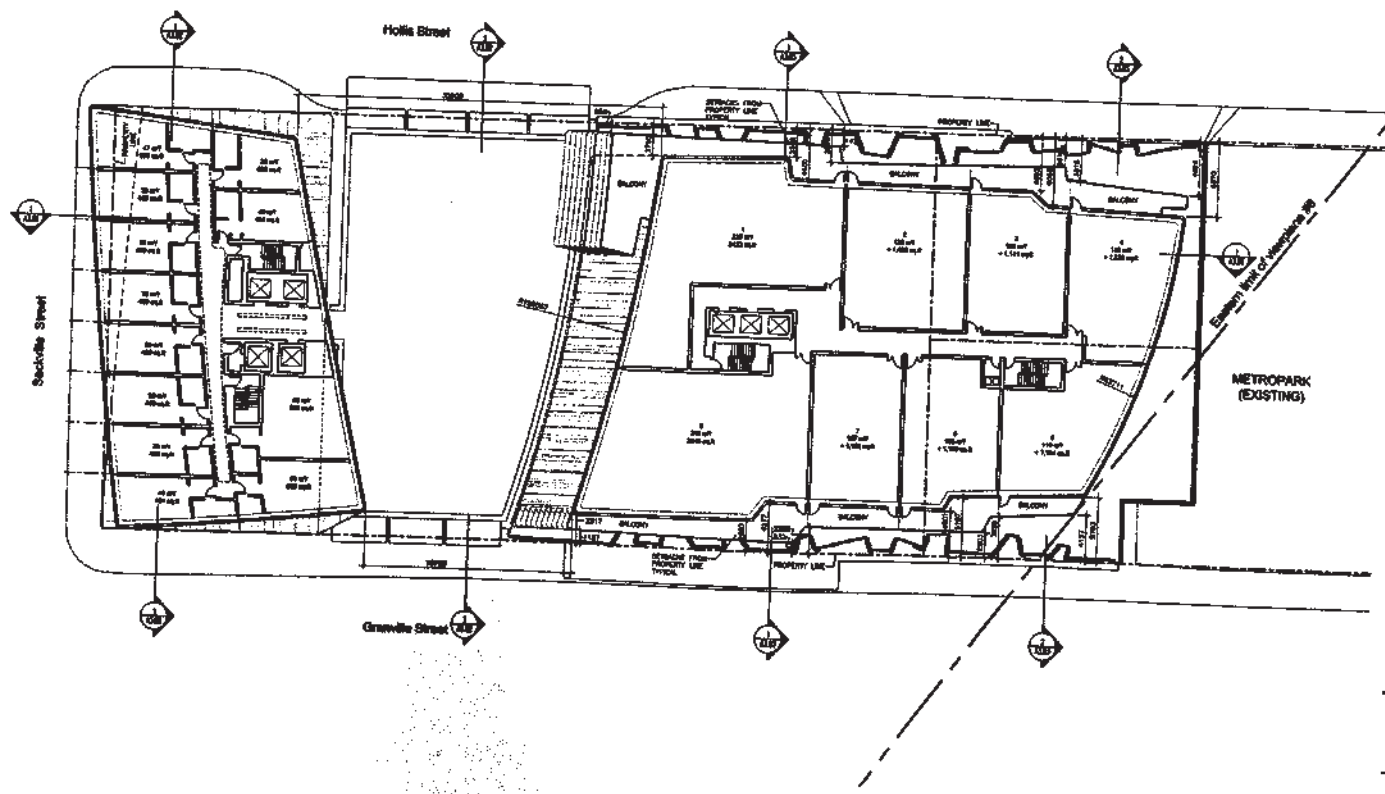
Downtown Mixed Use Development
 1001 Granville Street
 Halifax, Nova Scotia

Level 11 Floor Plan

Scale	1:100
Date	2011
Drawn by	HPA
Checked by	HPA

A2.10

General Note:
 1. This General Notebook and the contents of the drawings are intended to be used in accordance with the provisions of the Contract Documents and the provisions of the laws of the Province of New Brunswick. The drawings are intended to be used in accordance with the provisions of the laws of the Province of New Brunswick. The drawings are intended to be used in accordance with the provisions of the laws of the Province of New Brunswick.



SCALE FOR DEVELOPMENT PURPOSES	DATE
1:100	2008

Schedule "M" - Plan #00709-012

United Gulf Developments Ltd.
 1000 Highway 104, Suite 100
 Fredericton, New Brunswick, Canada
 T-1-888-888-8888

HPA
 1000 Highway 104, Suite 100
 Fredericton, New Brunswick, Canada
 T-1-888-888-8888

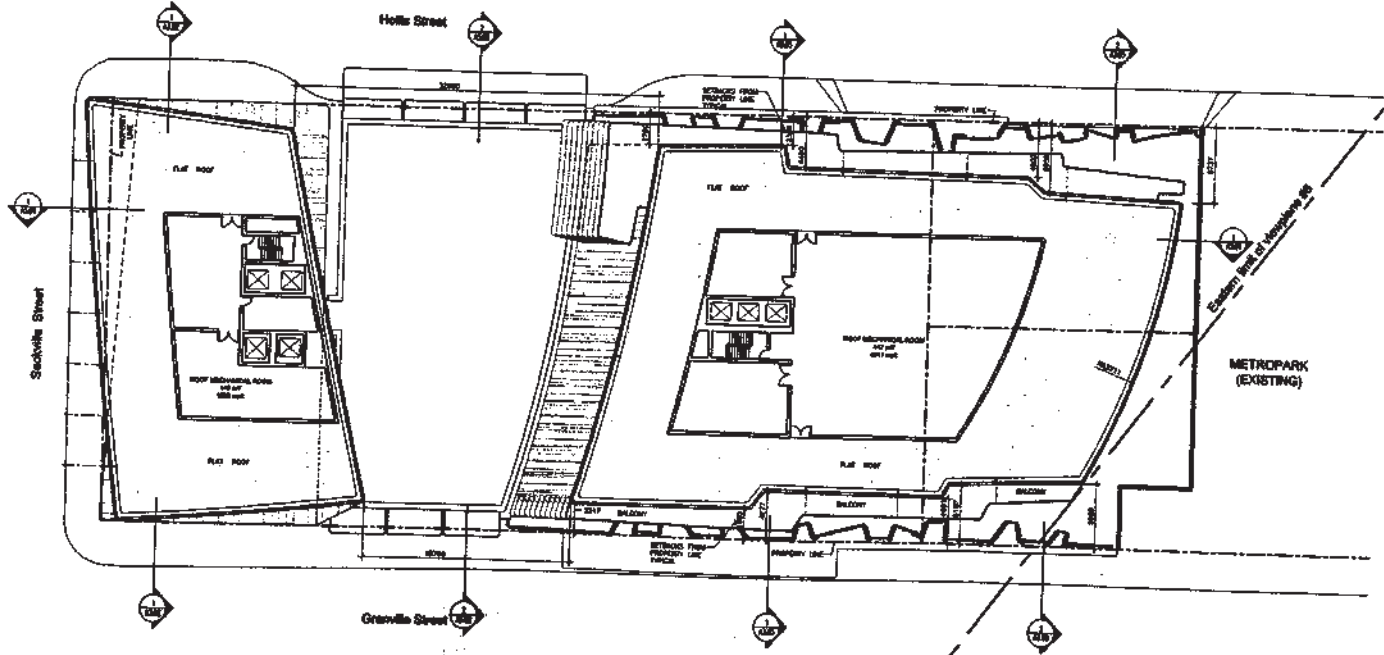
Downtown Mixed Use Development
 1001 Granville Street
 Fredericton, New Brunswick

Level 26 Floor Plan

Drawn by	2008
Checked by	2008
Scale	1:100

A2.11

Notes:
 1. Survey Control Station on the site of the building. The station has been established by the Department of Public Works, in the form of a concrete pillar, on the site of the building. The station is located on the site of the building. The station is located on the site of the building.



DATE FOR DEVELOPMENT: 11/11/11
 DATE: 11/11/11

Schedule "N" - Plan #00709-013

United Gulf Developments Ltd.
 200 Dundas Street West, Suite 1000
 Toronto, Ontario M5G 1L4
 Tel: (416) 593-7777

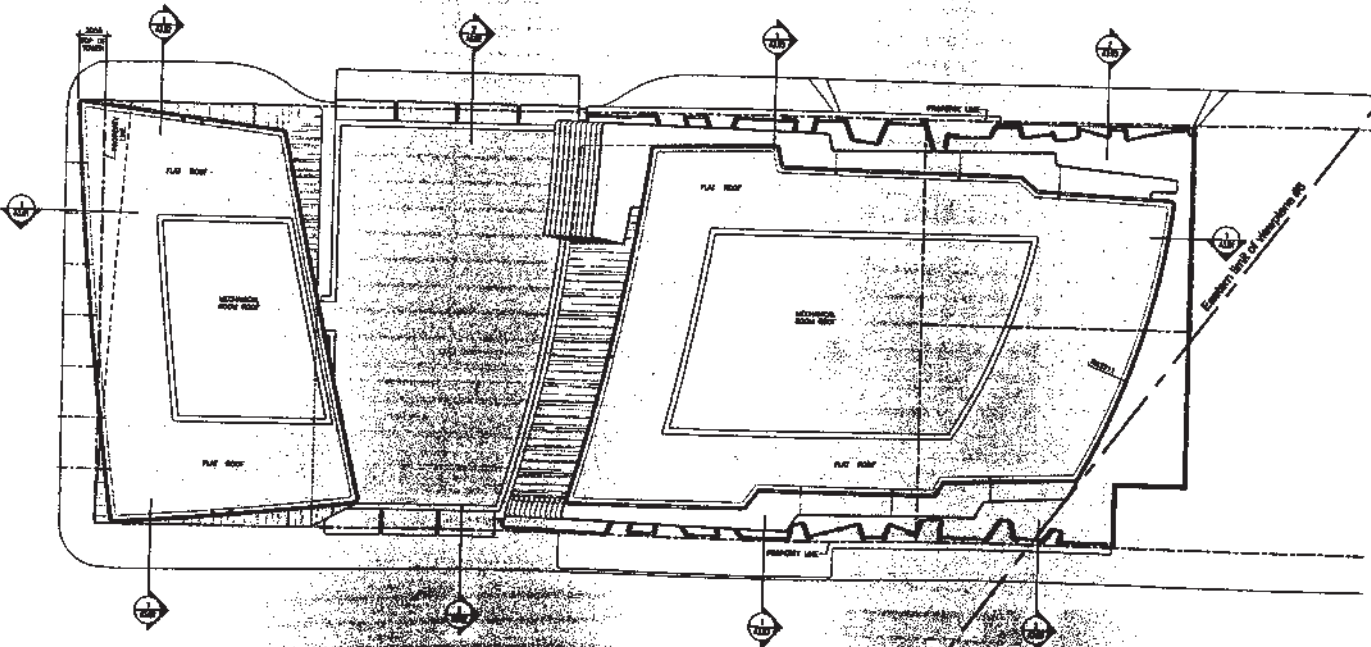
HPA
 200 Dundas Street West, Suite 1000
 Toronto, Ontario M5G 1L4
 Tel: (416) 593-7777

Downtown Mixed Use Development
 1004 Granville Street
 Halifax, Nova Scotia
 1004

Parkhouse Floor Plan
 (Level 27)

DATE: 11/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]

General Note:
 1. These Current Plans are the property of the Architect. No reproduction or use of these plans is permitted without the written consent of the Architect. The Architect shall not be held responsible for any errors or omissions in these plans.
 2. The Client is responsible for obtaining all necessary permits and approvals from the relevant authorities.
 3. The Client is responsible for providing all necessary information and data for the preparation of these plans.
 4. The Client is responsible for providing all necessary information and data for the preparation of these plans.



UNITED GULF DEVELOPMENTS LTD. JULY 1, 1988
 SHEET NO. 014

Schedule "O" - Plan #00709-014

United Gulf Developments Ltd.
 200 Grandstand Road, Sandton
 Johannesburg, S.A.

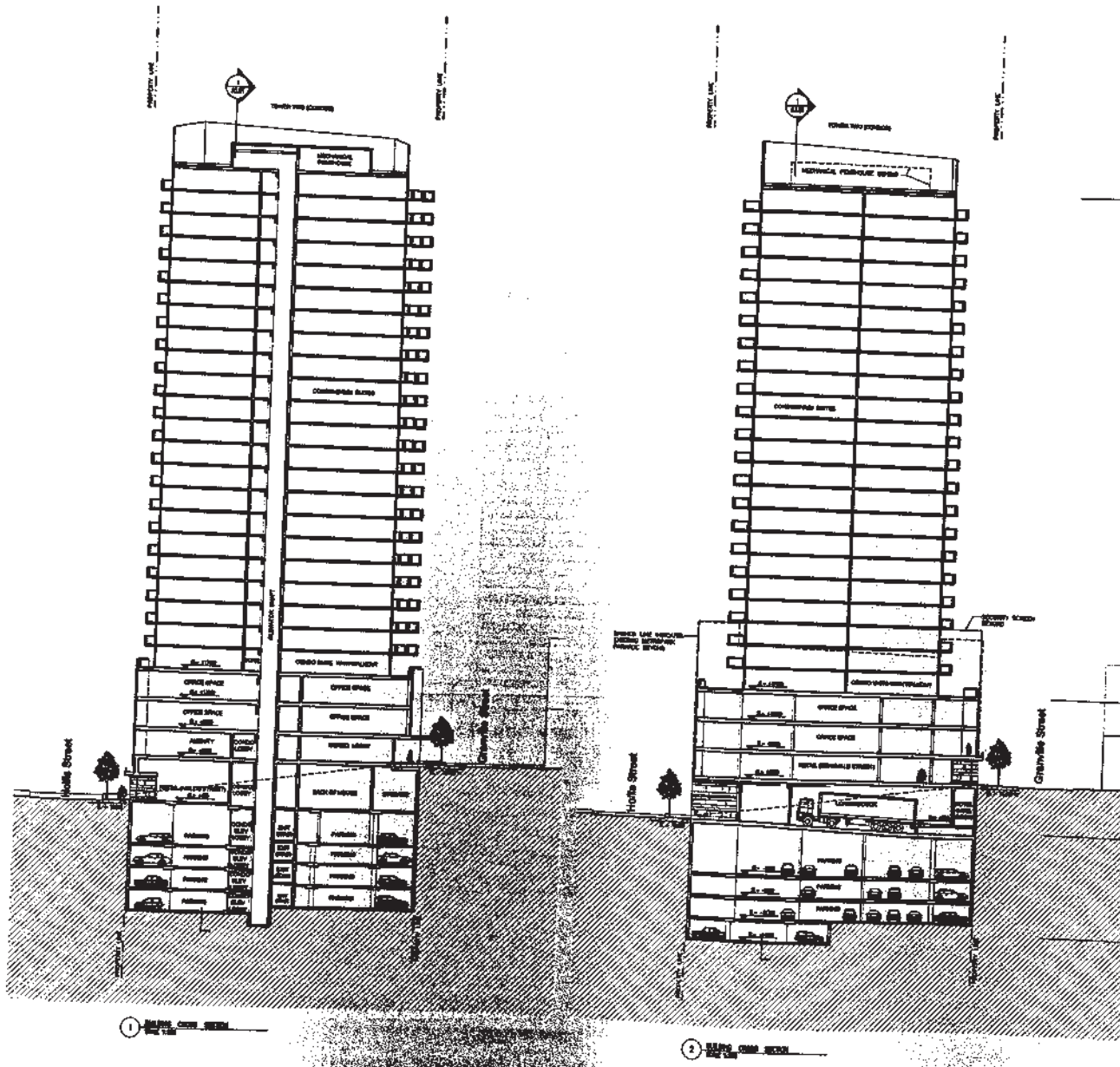
HPA
 200 Grandstand Road, Sandton
 Johannesburg, S.A.

Downtown Mixed Use Development
 301 Granite Street
 Hillside, New South
 Wales

Roof Plan

DATE: 01/07/88
 DRAWN BY: [Name]
 CHECKED BY: [Name]

A213



Notes:
 1. All dimensions are in feet and inches. The architect is not responsible for the construction of this structure or for the safety of the occupant. The contractor shall be responsible for the safety of the occupant. The architect is not responsible for the construction of this structure or for the safety of the occupant. The contractor shall be responsible for the safety of the occupant.

FLOOR	LEVEL	FINISH
1	LEVEL 1	FINISH
2	LEVEL 2	FINISH
3	LEVEL 3	FINISH
4	LEVEL 4	FINISH
5	LEVEL 5	FINISH
6	LEVEL 6	FINISH
7	LEVEL 7	FINISH
8	LEVEL 8	FINISH
9	LEVEL 9	FINISH
10	LEVEL 10	FINISH
11	LEVEL 11	FINISH
12	LEVEL 12	FINISH
13	LEVEL 13	FINISH
14	LEVEL 14	FINISH
15	LEVEL 15	FINISH
16	LEVEL 16	FINISH
17	LEVEL 17	FINISH
18	LEVEL 18	FINISH
19	LEVEL 19	FINISH
20	LEVEL 20	FINISH
21	LEVEL 21	FINISH
22	LEVEL 22	FINISH
23	LEVEL 23	FINISH
24	LEVEL 24	FINISH
25	LEVEL 25	FINISH
26	LEVEL 26	FINISH
27	LEVEL 27	FINISH
28	LEVEL 28	FINISH
29	LEVEL 29	FINISH
30	LEVEL 30	FINISH
31	LEVEL 31	FINISH
32	LEVEL 32	FINISH
33	LEVEL 33	FINISH
34	LEVEL 34	FINISH
35	LEVEL 35	FINISH
36	LEVEL 36	FINISH
37	LEVEL 37	FINISH
38	LEVEL 38	FINISH
39	LEVEL 39	FINISH
40	LEVEL 40	FINISH
41	LEVEL 41	FINISH
42	LEVEL 42	FINISH
43	LEVEL 43	FINISH
44	LEVEL 44	FINISH
45	LEVEL 45	FINISH
46	LEVEL 46	FINISH
47	LEVEL 47	FINISH
48	LEVEL 48	FINISH
49	LEVEL 49	FINISH
50	LEVEL 50	FINISH

Schedule "R" - Plan #00709-017

United Gulf Developments Ltd.
 200 Avenue Highway
 Suite 200
 Scarborough, Ontario M1B 2Y1

HPA
 HARRIS PARTNERS ARCHITECTS
 200 Avenue Highway
 Suite 200
 Scarborough, Ontario M1B 2Y1

Downtown Mixed Use Development
 1001 Grand Street
 Halifax, Nova Scotia

Building Cross Section

Scale:	1/4" = 1'-0"
Date:	2008
Sheet:	A3.03

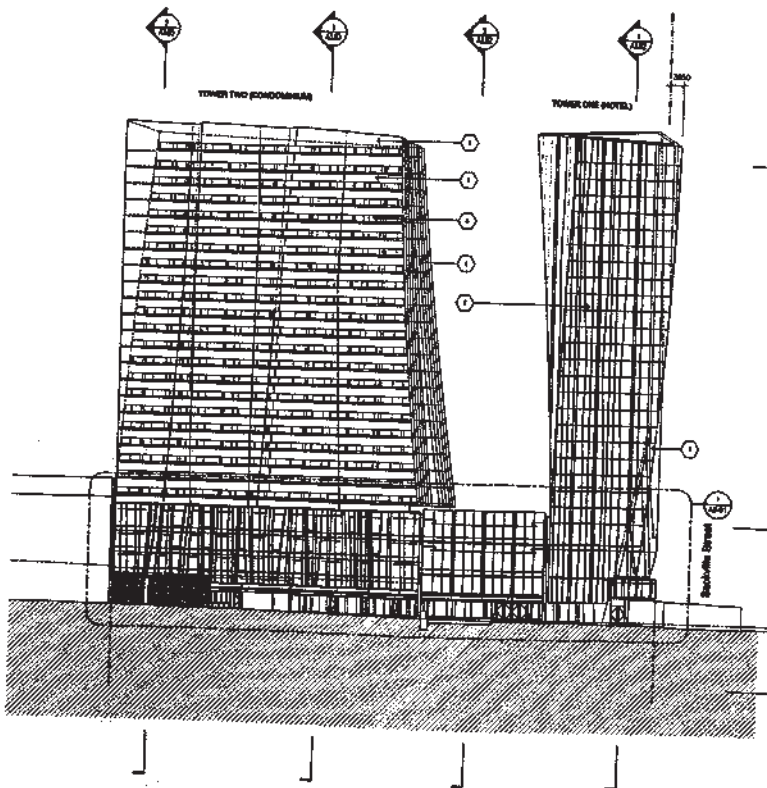
A3.03

1. These Cladding Materials are for use on the exterior of the building. The Cladding Materials are to be applied to the exterior of the building in the following manner:

 a. The Cladding Materials are to be applied to the exterior of the building in the following manner:

 b. The Cladding Materials are to be applied to the exterior of the building in the following manner:

 c. The Cladding Materials are to be applied to the exterior of the building in the following manner:



CL. 1	CL. 2	CL. 3	CL. 4	CL. 5	CL. 6	CL. 7	CL. 8	CL. 9	CL. 10	CL. 11	CL. 12	CL. 13	CL. 14	CL. 15	CL. 16	CL. 17	CL. 18	CL. 19	CL. 20	CL. 21	CL. 22	CL. 23	CL. 24	CL. 25	CL. 26	CL. 27	CL. 28	CL. 29	CL. 30	CL. 31	CL. 32	CL. 33	CL. 34	CL. 35	CL. 36	CL. 37	CL. 38	CL. 39	CL. 40	CL. 41	CL. 42	CL. 43	CL. 44	CL. 45	CL. 46	CL. 47	CL. 48	CL. 49	CL. 50	CL. 51	CL. 52	CL. 53	CL. 54	CL. 55	CL. 56	CL. 57	CL. 58	CL. 59	CL. 60	CL. 61	CL. 62	CL. 63	CL. 64	CL. 65	CL. 66	CL. 67	CL. 68	CL. 69	CL. 70	CL. 71	CL. 72	CL. 73	CL. 74	CL. 75	CL. 76	CL. 77	CL. 78	CL. 79	CL. 80	CL. 81	CL. 82	CL. 83	CL. 84	CL. 85	CL. 86	CL. 87	CL. 88	CL. 89	CL. 90	CL. 91	CL. 92	CL. 93	CL. 94	CL. 95	CL. 96	CL. 97	CL. 98	CL. 99	CL. 100
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- LEGEND**
- ① CURTAIN WALL - CLEAR VISION PANEL
 - ② SPANDREL GLASS
 - ③ BRONZE FRAMED VISION GLASS
 - ④ TEMPERED GLASS GUARD
 - ⑤ STONE CLADDING
 - ⑥ STONE FIN
 - ⑦ STONE FIN
 - ⑧ STONE SILL
 - ⑨ COPPER CANOPY
 - ⑩ METAL LARGE PRIVACY SCREEN
 - ⑪ RETAIL SIGNAGE BAND

SCHEDULE "S" - PLAN #00709-018

 DATE: 11/11/11

Schedule "S" - Plan #00709-018

United Gulf Developments Ltd.

 200 Commercial Street, Suite 200

 Toronto, Ontario M5C 1S5

HPA

 200 Commercial Street, Suite 200

 Toronto, Ontario M5C 1S5

Downtown Mixed Use Development

 201 Granite Street

 Halifax, Nova Scotia

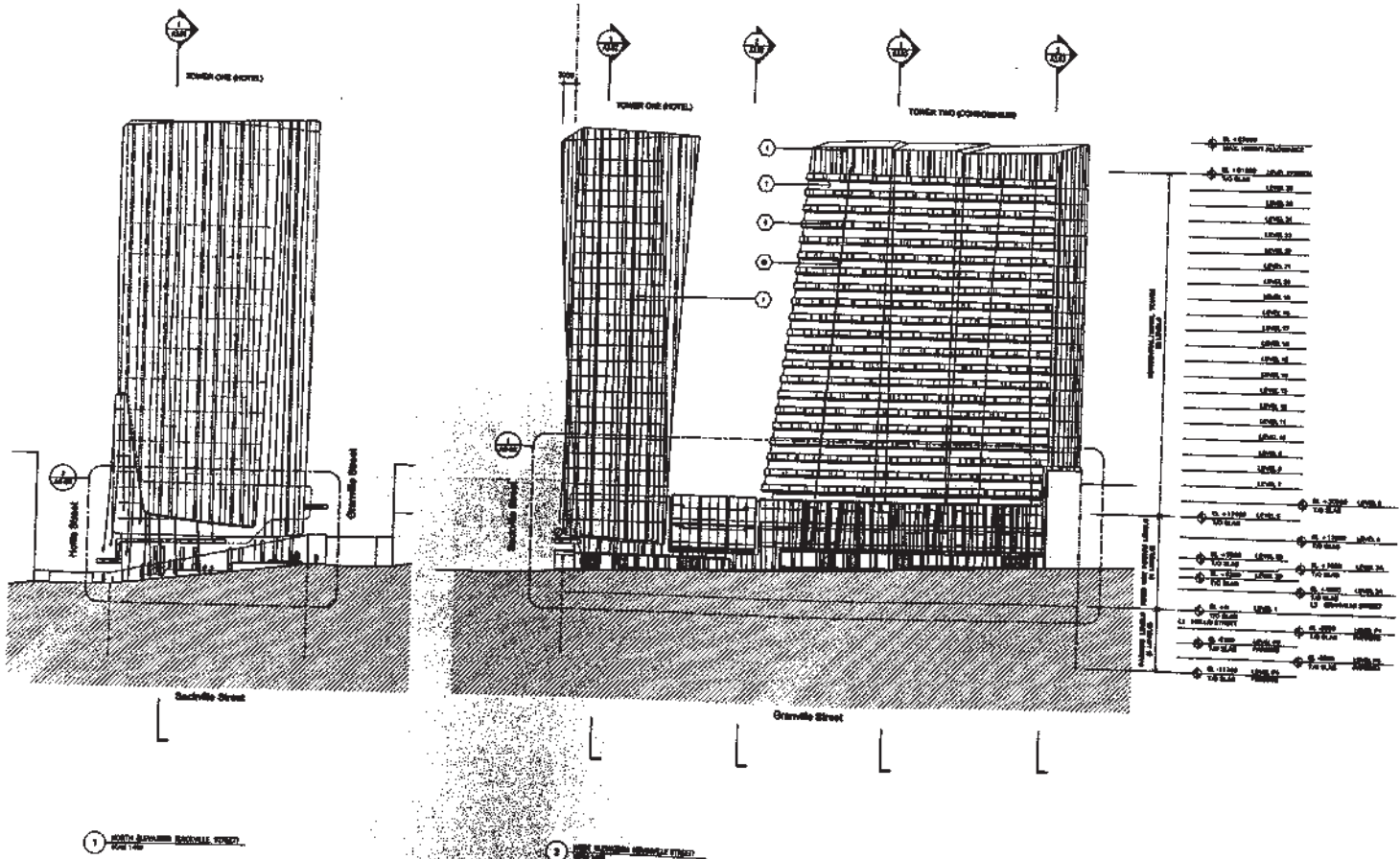
South Elevation

 East Elevation

Drawing No. A4.01

A4.01

Notes:
 1. These General Conditions are the property of the Architect. They remain the property of the Architect and shall not be used for any other project without the written consent of the Architect.
 2. The Architect shall be responsible for the design and construction of the building and shall not be responsible for the design and construction of any other building or structure.
 3. The Architect shall be responsible for the design and construction of the building and shall not be responsible for the design and construction of any other building or structure.
 4. The Architect shall be responsible for the design and construction of the building and shall not be responsible for the design and construction of any other building or structure.



- LEGEND**
- CURTAIN WALL - CLEAR VISION PANEL
 - SPANDREL GLASS
 - BRONZE FRAMED VISION GLASS
 - TEMPERED GLASS GLUARD
 - STONE CLADDING
 - STONE PIER
 - STONE FINIS
 - STONE SILL
 - COPPER CANOPY
 - METAL LATTICE PRIVACY SCREEN
 - RETAIL SIGNAGE BAND

Scale for elevation: 1/8" = 1'-0"

Schedule "T" - Plan #00709-019

United Gulf Developments Ltd.
 2000 Highway 101, Suite 100
 Mississauga, Ontario L4V 1P5

HPA
 1000 Highway 101, Suite 100
 Mississauga, Ontario L4V 1P5

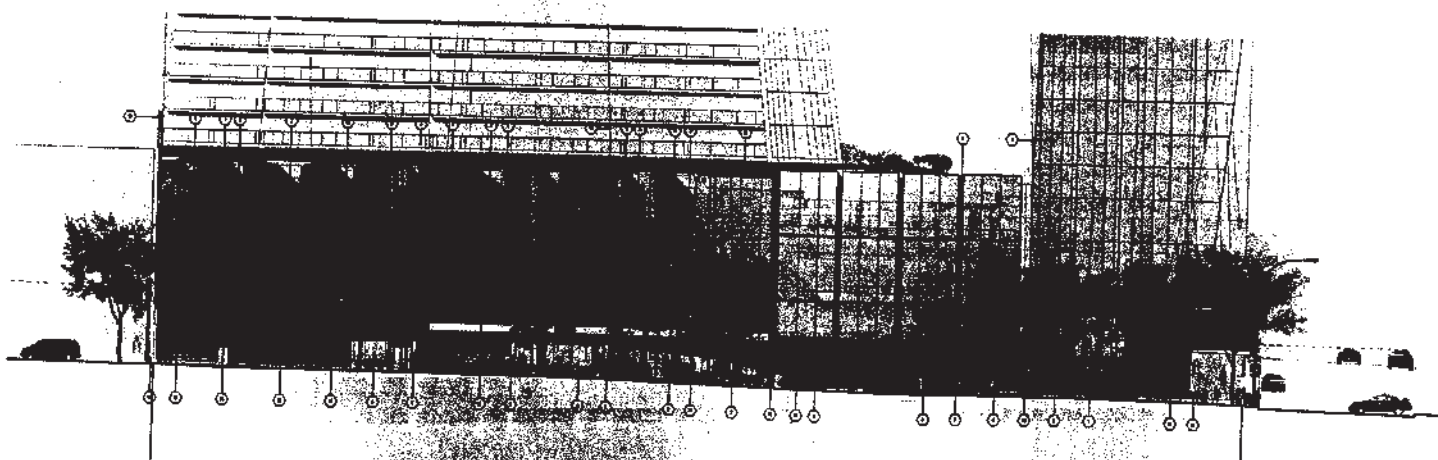
Downtown Mississauga Development
 100 Grandville Street
 Mississauga, Ontario L4V 1P5

North Elevation (North Street)
West Elevation (Grandville Street)

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

A4.02

Notes:
 1. These General Notes are for the purpose of the contract. The Architect shall be responsible for the interpretation of such documents as the Contract Documents. The Contractor shall be responsible for the interpretation of such documents as the Contract Documents. The Architect shall be responsible for the interpretation of such documents as the Contract Documents.



LEGEND

- CURTAIN WALL - CLEAR VISION PANEL
- SPANDREL GLASS
- BRONZE FRAMED VISION GLASS
- TEMPERED GLASS GUARD
- STONE CLADDING
- STONE PIER
- STONE FIN
- STONE SILL
- COPPER CANOPY
- METAL LATTICE PRIVACY SCREEN
- RETAIL SIGNAGE BAND
- WOOD
- OPERABLE WINDOW
- PAINTED METAL PANEL
- COPPER SILL
- COPPER CLADDING
- COPPER PARAPET

ISSUED FOR DEVELOPER'S REVIEW
 DATE: JUNE 1, 2004

Schedule "U" - Plan #00709-020

United Gulf Developments Ltd.
 1000 Highway 104
 Suite 100
 Scarborough, Ontario M1B 2Y4

HPA
 100 Avenue Road, 10th Floor
 Toronto, Ontario M5R 2C2
 Telephone: 416-922-1111

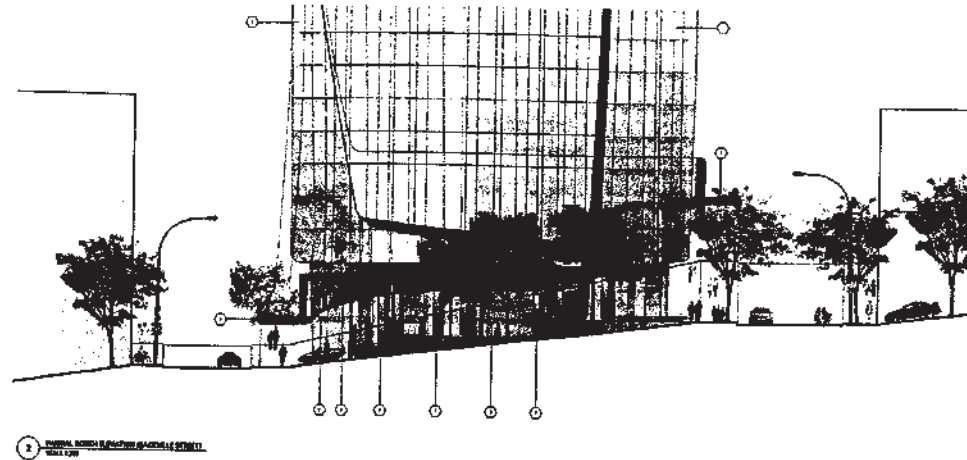
Downs Mixed Use Development
 1001 Granville Street
 Halifax, Nova Scotia

Partial Podium Elevation

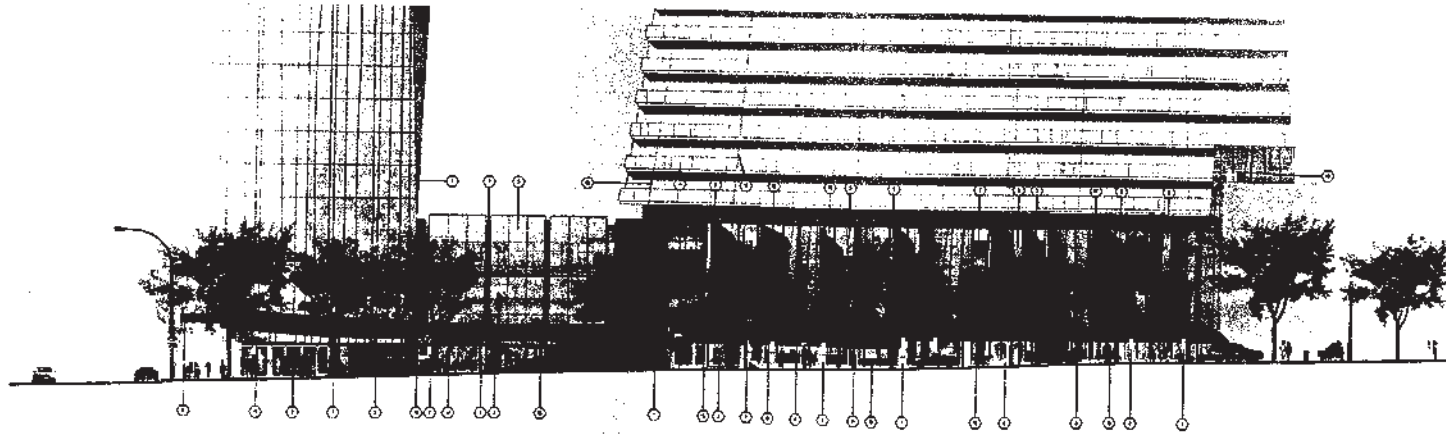
Scale: 1/8" = 1'-0"
 Date: 06/01/04
 Drawing No: A5.01

A5.01

1. Partial Podium Elevation (see Section A5.01)



1 MATERIAL ELEVATION BUILDING FACADE (EAST SIDE)
SCALE: 1/8" = 1'-0"



1 MATERIAL ELEVATION BUILDING FACADE (WEST SIDE)
SCALE: 1/8" = 1'-0"

Notes:
 1. These elevations are for general information only. They are not to be used for construction purposes. The contractor shall be responsible for the selection of materials and the final appearance of the building. The contractor shall be responsible for the selection of materials and the final appearance of the building.
 2. The contractor shall be responsible for the selection of materials and the final appearance of the building.
 3. The contractor shall be responsible for the selection of materials and the final appearance of the building.

- LEGEND**
- 1 CURTAIN WALL - CLEAR VISION PANEL
 - 2 SPANDREL GLASS
 - 3 BRONZE FRAMED VISION GLASS
 - 4 TEMPERED GLASS GUARD
 - 5 STONE CLADDING
 - 6 STONE PIER
 - 7 STONE PINS
 - 8 STONE SILL
 - 9 COPPER CANOPY
 - 10 METAL LATTICE PRIVACY SCREEN
 - 11 RETAIL SIGNAGE BAND
 - 12 WOOD
 - 13 OPERABLE WINDOW
 - 14 PAINTED METAL PANEL
 - 15 COPPER SILL
 - 16 COPPER CLADDING
 - 17 COPPER PARAPET

DATE FOR DEVELOPER REVIEW: 06/17/2010
 DATE FOR ARCHITECT REVIEW: 06/17/2010

Schedule "V" - Plan #00709-021

United Gulf Developments Ltd.
 200 Avenue Road, Suite 1000
 Toronto, Ontario M5V 2E2

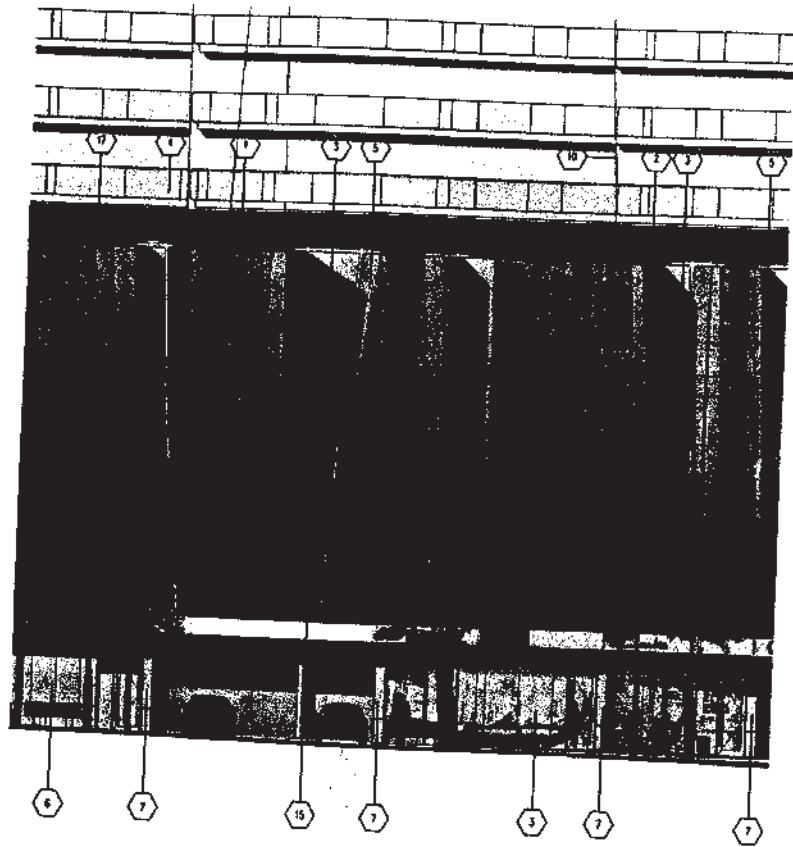
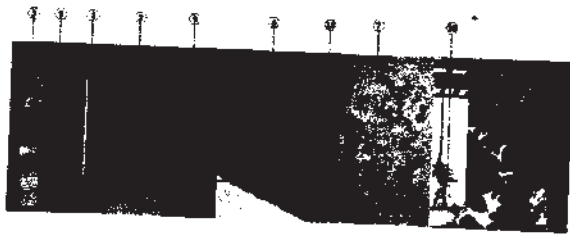
HPA
 200 Avenue Road, Suite 1000
 Toronto, Ontario M5V 2E2

Downtown Mixed Use Development
 1501 Grande Street
 Halifax, Nova Scotia

Partial Pedestrian Elevators

DATE FOR REVIEW: 06/17/2010
 DATE FOR REVIEW: 06/17/2010

A5.02



1 POINTING EAST BALCONY ABOVE STAIRS
Scale 1/8"

Notes:
1. The above elevation is based on the information provided by the client and is subject to change without notice.
2. The above elevation is based on the information provided by the client and is subject to change without notice.
3. The above elevation is based on the information provided by the client and is subject to change without notice.

- LEGEND
- CURTAIN WALL - CLEAR VISION PANEL
 - SPANDREL GLASS
 - BRONZE FRAMED VISION GLASS
 - TEMPERED GLASS GLAZING
 - STONE CLADDING
 - STONE PIER
 - STONE FINIS
 - STONE SILL
 - COPPER CANOPY
 - METAL LATTICE PRIVACY SCREEN
 - METAL SIGNAGE BAND
 - WOOD
 - OPERABLE WINDOW
 - PAINTED METAL PANEL
 - COPPER SILL
 - COPPER CLADDING
 - COPPER PARAPET

Schedule "X" - Plan #00709-023

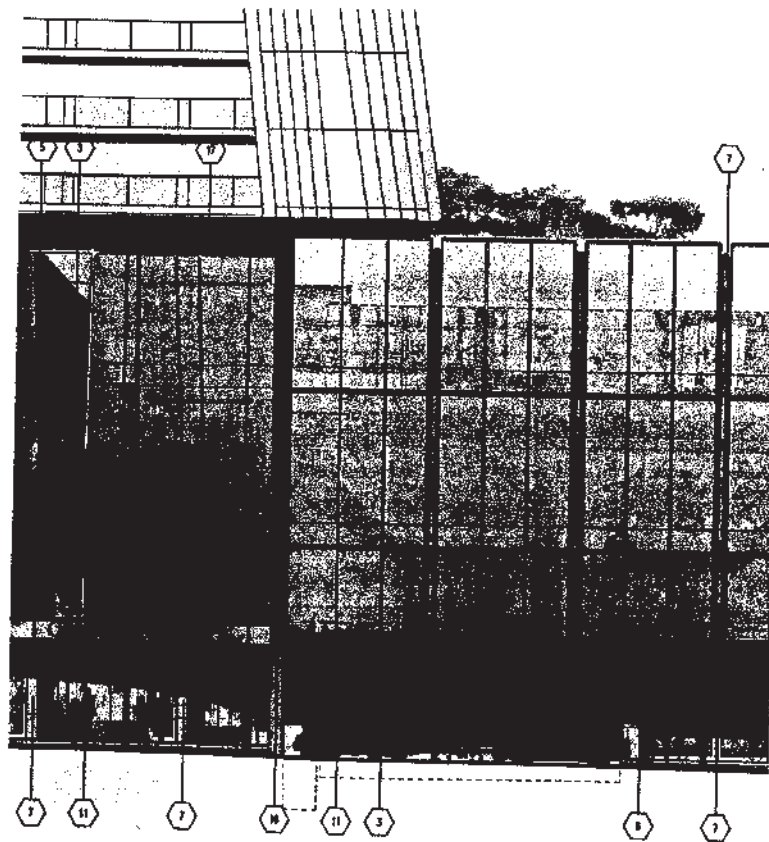
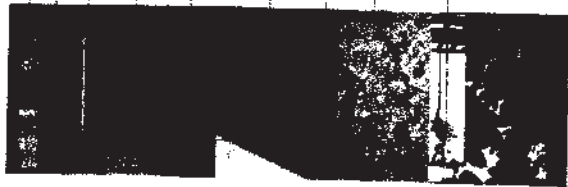
United Gulf Developments Ltd.
200 Bay Street
Toronto, Ontario M5H 2S4
Tel: (416) 593-1111

HPA
200 Bay Street
Toronto, Ontario M5H 2S4
Tel: (416) 593-1111

DownTown Mixed Use Development
100 Grande Street
Halifax, Nova Scotia

Partial Podium Elevation

A6.02



NOTES:
 1. THIS DRAWING IS THE PROPERTY OF THE ARCHITECT. THE ARCHITECT ACCEPTS NO LIABILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN OF THE BUILDING AND THE ARCHITECT'S OBLIGATION TO THE CLIENT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN OF THE BUILDING AND THE ARCHITECT'S OBLIGATION TO THE CLIENT.

- LEGEND**
- CURTAIN WALL - CLEAR VISION PANEL
 - SPANDREL GLASS
 - BRONZE FRAMED VISION GLASS
 - TEMPERED GLASS GUARD
 - STONE CLADDING
 - STONE PERI
 - STONE FINIS
 - STONE SILL
 - COPPER CANOPY
 - METAL LATTICE PRIVACY SCREEN
 - RETAIL SIGNAGE BAND
 - WOOD
 - OPERABLE WINDOW
 - PAINTED METAL PANEL
 - COPPER SILL
 - COPPER CLADDING
 - COPPER PARAPET

Schedule "Y" - Plan #00709-024

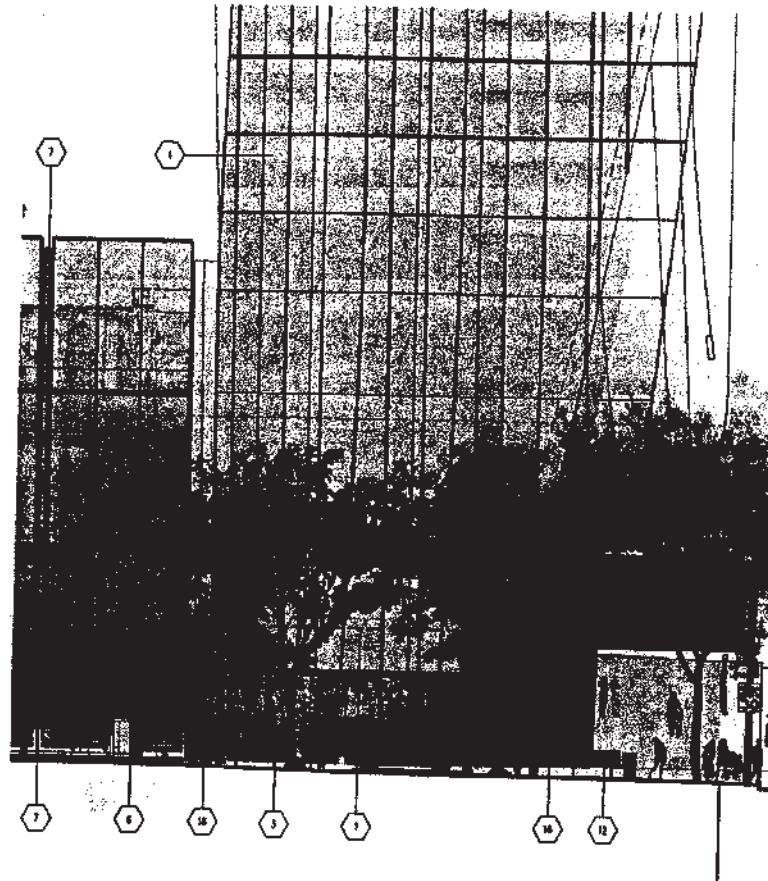
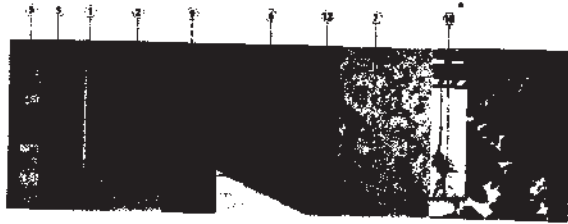
United Gulf Developments Ltd.
 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000

HPA
 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000

Downtown Mixed Use Development
 201 Granville Street
 Halifax, Nova Scotia

Partial Podium Elevation

1. PARTIAL EAST ELEVATION - CURTAIN WALL



NOTES

1. See Schedule "Z" for details of the building facade materials and finishes.
2. All window units shall be operable.
3. All window units shall be glazed with low-E glass.
4. All window units shall be glazed with double glazing.
5. All window units shall be glazed with argon gas.
6. All window units shall be glazed with a maximum U-value of 0.25.
7. All window units shall be glazed with a maximum SHGC of 0.40.
8. All window units shall be glazed with a maximum solar heat gain coefficient of 0.40.
9. All window units shall be glazed with a maximum visible light transmittance of 0.70.
10. All window units shall be glazed with a maximum visible light transmittance of 0.70.
11. All window units shall be glazed with a maximum visible light transmittance of 0.70.
12. All window units shall be glazed with a maximum visible light transmittance of 0.70.

- LEGEND
- CURTAIN WALL - CLEAR VISION PANEL
 - SPANDREL GLASS
 - BRONZE FRAMED VISION GLASS
 - TEMPERED GLASS GLAZING
 - STONE CLADDING
 - STONE PIER
 - STONE FINIS
 - STONE SILL
 - COPPER CHANTRY
 - METAL LATTICE PRIVACY SCREEN
 - METAL SIGNAGE BAND
 - WOOD
 - OPERABLE WINDOW
 - PAINTED METAL PANEL
 - COPPER SILL
 - COPPER CLADDING
 - COPPER PARAPET

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

Schedule "Z" - Plan #00709-025

United Gulf Developments Ltd.
 200 West Street
 Suite 1000
 Halifax, Nova Scotia B3H 2Y1

HPA
 200 West Street, Suite 1000
 Halifax, Nova Scotia B3H 2Y1
 Tel: (902) 421-1111

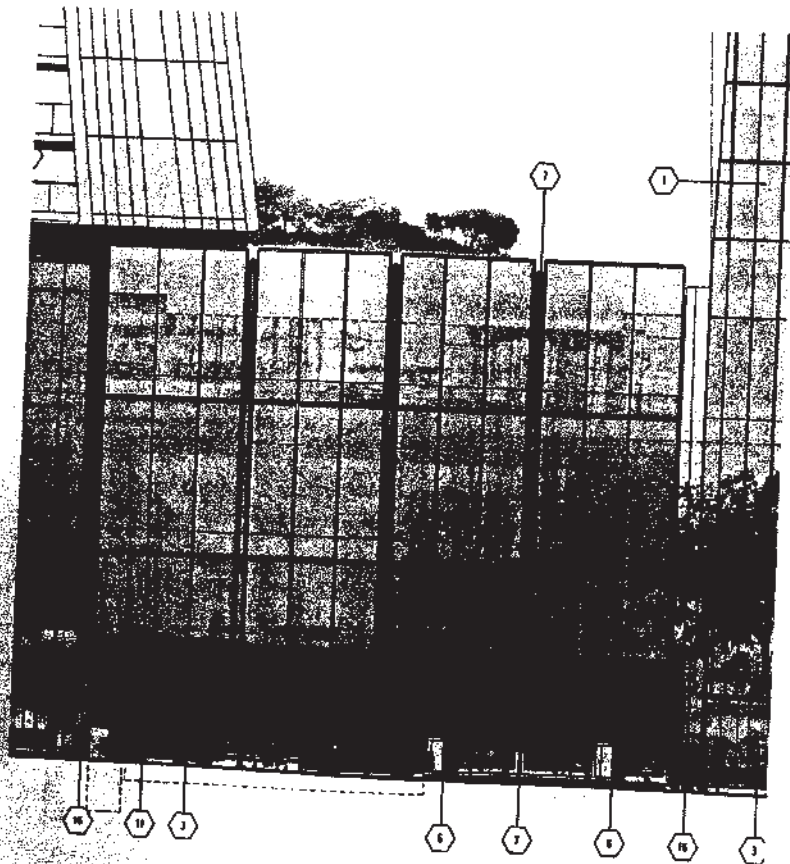
Downtown Mixed Use Development
 501 Granite Street
 Halifax, Nova Scotia

Partial Podium Elevation

DATE: 10/1/2010
 TIME: 10:00 AM
 DRAWN BY: J. H. HARRIS

A6.04

1. 501 GRANITE STREET & QUAYEN ROAD STREET



1. The work shall be in accordance with the specifications and standards of the relevant authorities. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for the safety of the work and the protection of the site. The contractor shall be responsible for the disposal of any waste materials. The contractor shall be responsible for the maintenance of the site during the construction period. The contractor shall be responsible for the completion of the work within the agreed time frame. The contractor shall be responsible for the quality of the work and the materials used. The contractor shall be responsible for the safety of the workers and the public. The contractor shall be responsible for the protection of the environment. The contractor shall be responsible for the communication with the relevant authorities. The contractor shall be responsible for the management of the project. The contractor shall be responsible for the coordination of the work with other contractors. The contractor shall be responsible for the procurement of materials and equipment. The contractor shall be responsible for the transportation of materials and equipment. The contractor shall be responsible for the storage of materials and equipment. The contractor shall be responsible for the disposal of any waste materials. The contractor shall be responsible for the maintenance of the site during the construction period. The contractor shall be responsible for the completion of the work within the agreed time frame. The contractor shall be responsible for the quality of the work and the materials used. The contractor shall be responsible for the safety of the workers and the public. The contractor shall be responsible for the protection of the environment. The contractor shall be responsible for the communication with the relevant authorities. The contractor shall be responsible for the management of the project. The contractor shall be responsible for the coordination of the work with other contractors. The contractor shall be responsible for the procurement of materials and equipment. The contractor shall be responsible for the transportation of materials and equipment. The contractor shall be responsible for the storage of materials and equipment. The contractor shall be responsible for the disposal of any waste materials.

- LEGEND
- 1 CURTAIN WALL - CLEAR VISION PANEL
 - 2 BRONZE GLASS
 - 3 BRONZE FRAMED VISION GLASS
 - 4 TEMPERED GLASS GLAZING
 - 5 STONE CLADDING
 - 6 STONE FINISH
 - 7 STONE SILL
 - 8 COPPER CANOPY
 - 9 METAL LATTICE PRIVACY SCREEN
 - 10 RETAIL SIGNAGE BAND
 - 11 WOOD
 - 12 OPERABLE WINDOW
 - 13 PAINTED METAL PANEL
 - 14 COPPER SILL
 - 15 COPPER CLADDING
 - 16 COPPER PARAFIT

Schedule "A-1" - Plan #00709-026

United Gulf Developments Ltd.
 200 Sheikh Zayed Road, Suite 2001, Dubai, UAE
 T: +971 4 360 1234 F: +971 4 360 1235

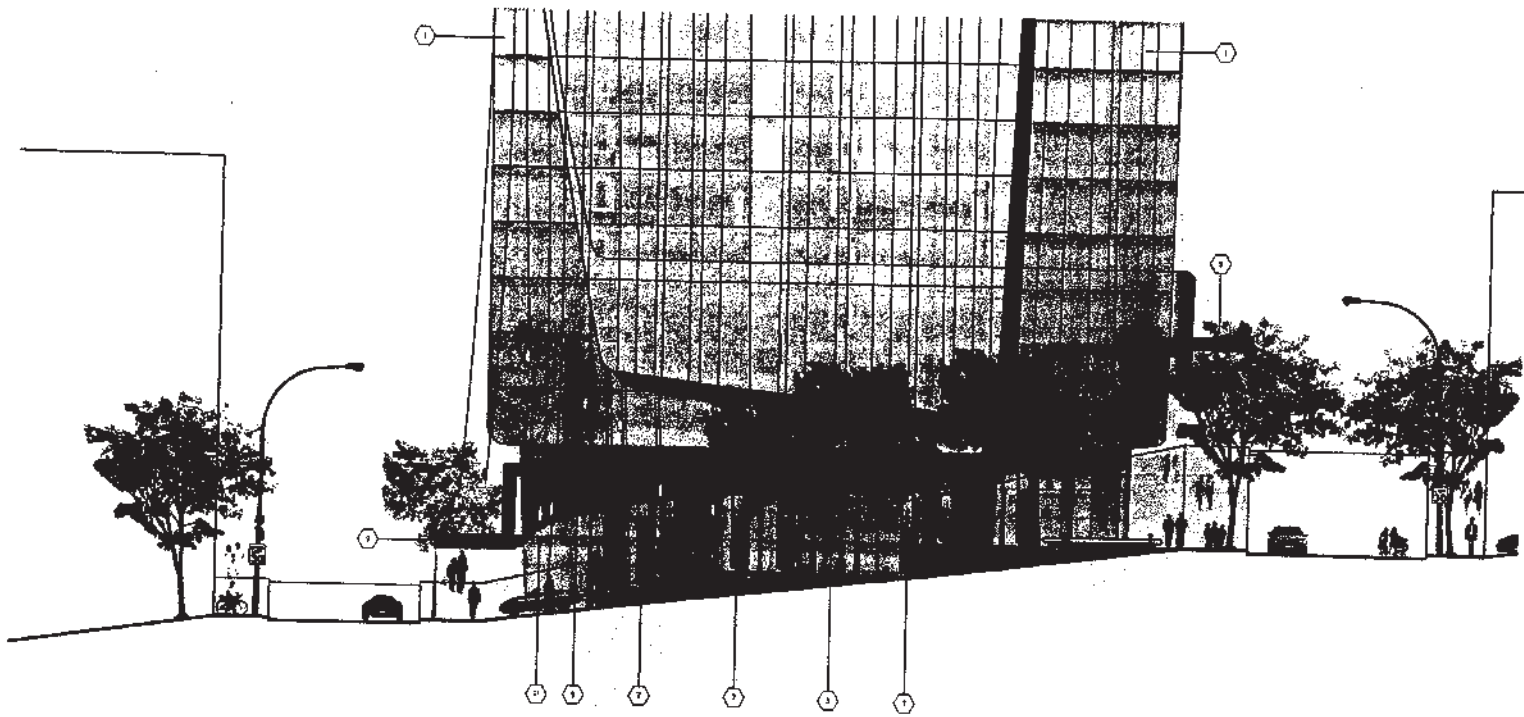
HPA
 200 Sheikh Zayed Road, Suite 2001, Dubai, UAE
 T: +971 4 360 1234 F: +971 4 360 1235

Downtown Mixed Use Development
 1001 Grande Street
 Halifax, Nova Scotia

Partial Podium Elevation

A6.05

1 PARTIAL EAST ELEVATION (SCALE 1:100)



2 PARTIAL NORTH ELEVATION (ISACKVILLE STREET)

NOTES

1. THIS DRAWING IS A PART OF THE ARCHITECTURAL RECORD FOR THE PROJECT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.
2. ALL MATERIALS AND FINISHES TO BE USED SHALL BE APPROVED BY THE ARCHITECT AND SHALL BE SUBMITTED TO HIM FOR APPROVAL PRIOR TO THE COMMENCEMENT OF WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND STRUCTURES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PUBLIC UTILITIES AND STRUCTURES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PRIVATE UTILITIES AND STRUCTURES.

- LEGEND
- CURTAIN WALL - CLEAR VISION PANEL
 - SPANDREL GLASS
 - BRONZE FRAMED VISION GLASS
 - TEMPLERED GLASS GUARD
 - STONE CLADDING
 - STONE PIER
 - STONE FINIS
 - STONE SILL
 - COPPER CANOPY
 - METAL LATTICE PRIVACY SCREEN
 - RETAIL SIGNAGE BAND
 - WOOD
 - OPERABLE WINDOW
 - PAINTED METAL PANEL
 - COPPER SILL
 - COPPER CLADDING
 - COPPER PARAPET

Schedule "B-1" - Plan #00709-027

United Gulf Developments Ltd.
 1000 West Beaver Creek Road
 Richmond Hill, Ontario L4B 1N2
 Telephone: (416) 882-1111

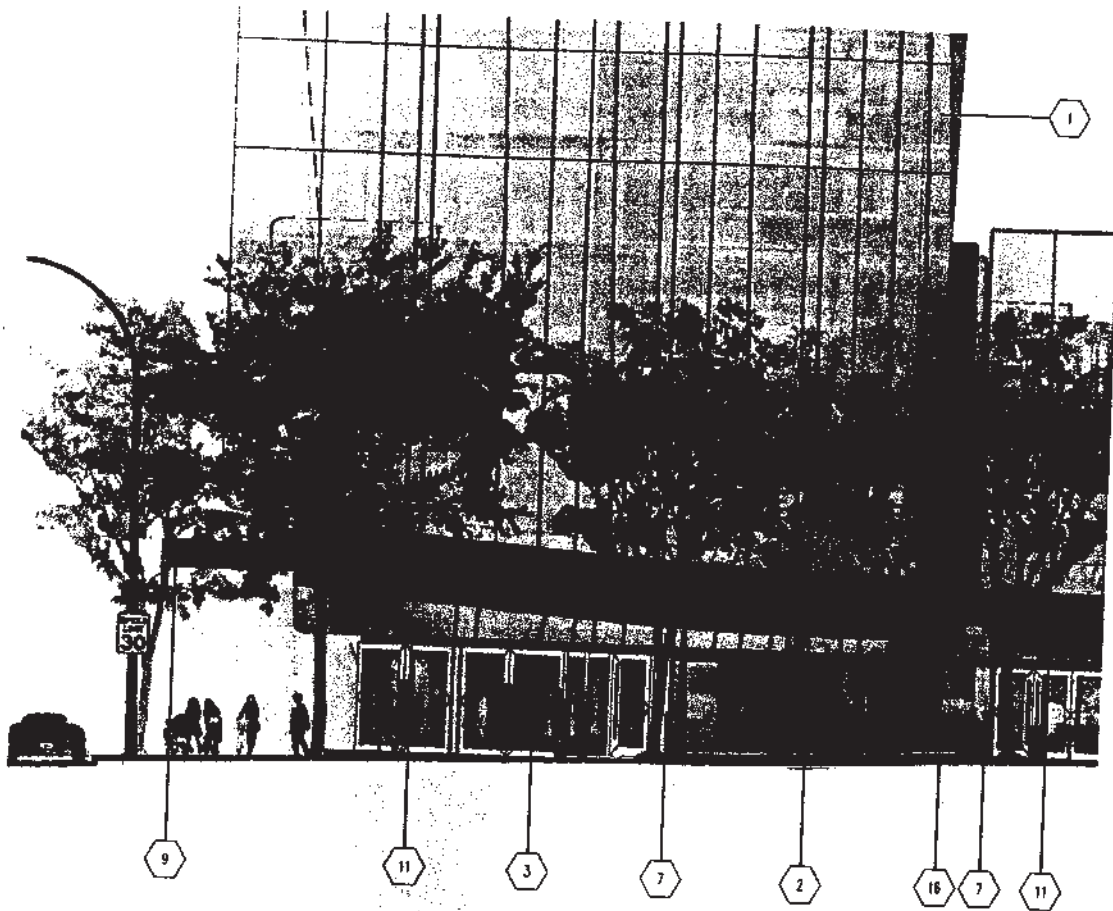
HPA
 1000 West Beaver Creek Road
 Richmond Hill, Ontario L4B 1N2
 Telephone: (416) 882-1111

PARSONS BRINCKERHOFF ARCHITECTS
 Downtown Mixed Use Development
 1001 Grandville Street
 Halifax, Nova Scotia
 B3H 2R9

Partial North Elevation

DATE: 10/10/10
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

A7.01



The design of this building is based on the concept of a modern office building with a glass curtain wall. The design is based on the concept of a modern office building with a glass curtain wall. The design is based on the concept of a modern office building with a glass curtain wall.

- LEGEND**
- CURTAIN WALL - CLEAR VISION PANEL
 - SPANDREL GLASS
 - BRONZE FRAMED VISION GLASS
 - TEMPERED GLASS GUARD
 - STONE CLADDING
 - STONE PIER
 - STONE FINIS
 - STONE SILL
 - COPPER CANOPY
 - METAL LATTICE PRIVACY SCREEN
 - RETAIL SIGNAGE BAND
 - WOOD
 - OPERABLE WINDOW
 - PAINTED METAL PANEL
 - COPPER SILL
 - COPPER CLADDING
 - COPPER PARAPET

Schedule "C-1". Plan #00709-028

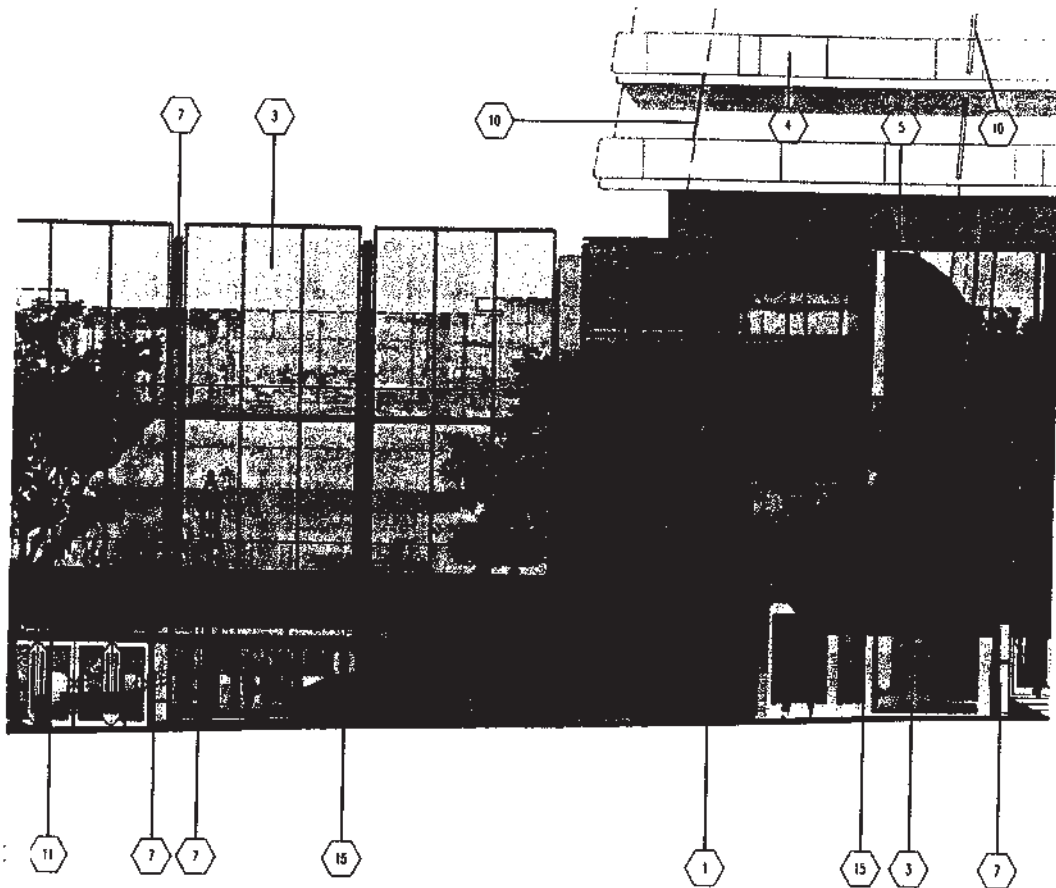
United Gulf Developments Ltd.
 600 Victoria Park
 Suite 1000, Toronto, Ontario M2M 3B7
 Tel: (416) 461-7777

HPA
 200 University Ave. 10th Floor
 Toronto, Ontario M5G 1S1
 Tel: (416) 593-7777

Downtown Mixed Use Development
 201 Granville Street
 Halifax, Nova Scotia

Partial Podium Elevation

A8.01



1. The curtain wall is a system of structural steel members
 2. The curtain wall is a system of structural steel members
 3. The curtain wall is a system of structural steel members
 4. The curtain wall is a system of structural steel members
 5. The curtain wall is a system of structural steel members
 6. The curtain wall is a system of structural steel members
 7. The curtain wall is a system of structural steel members
 8. The curtain wall is a system of structural steel members
 9. The curtain wall is a system of structural steel members
 10. The curtain wall is a system of structural steel members

LEGEND

- CURTAIN WALL - CLEAR VISION PANEL
- SPANDREL GLASS
- BRONZE FRAMED VISION GLASS
- TEMPERED GLASS GUARD
- STONE CLADDING
- STONE PIER
- STONE FINIS
- STONE SILL
- COPPER CANOPY
- METAL LATTICE PRIVACY SCREEN
- METAL SIGNAGE BAND
- WOOD
- OPERABLE WINDOW
- PAINTED METAL PANEL
- COPPER SILL
- COPPER CLADDING
- COPPER PARAPET

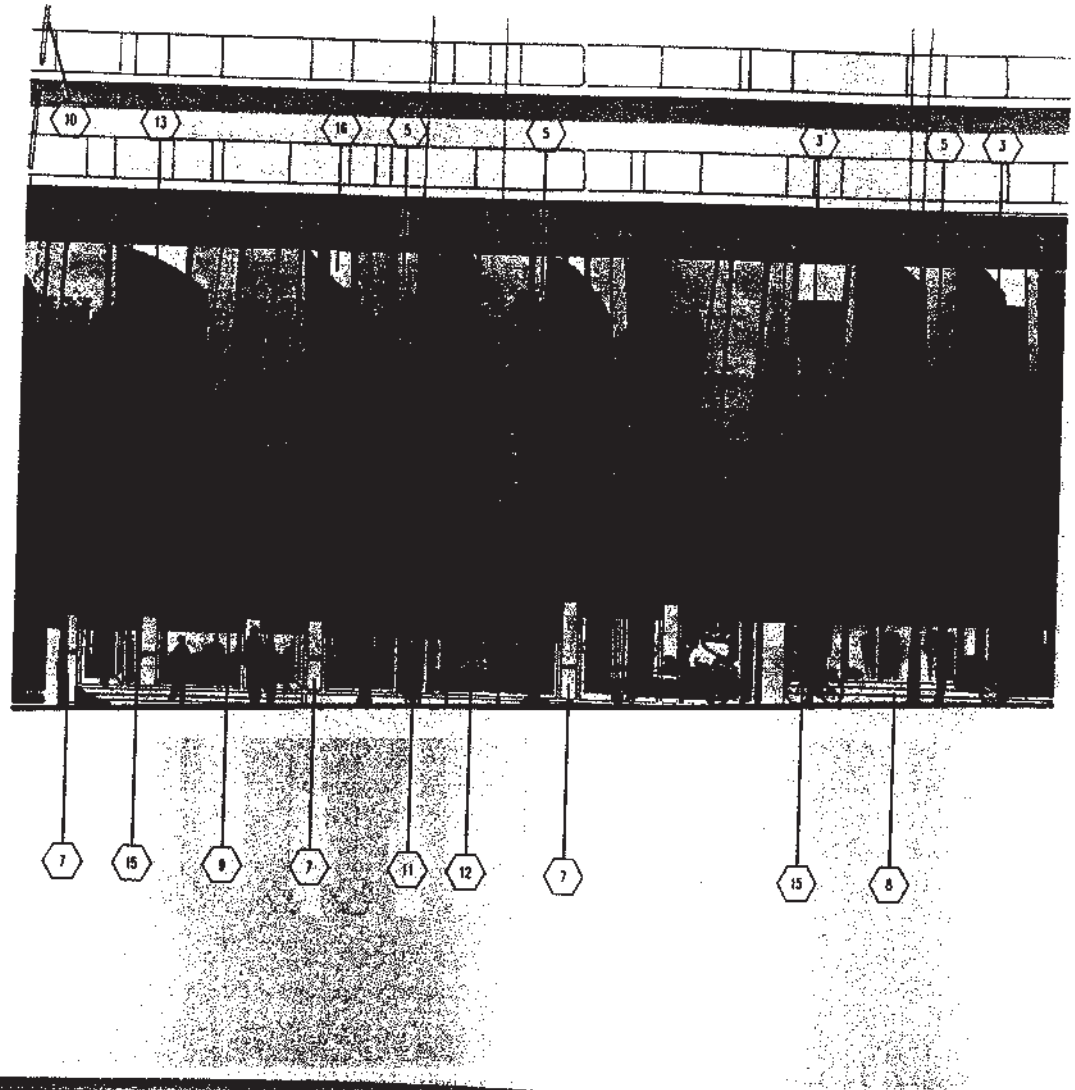
Schedule "D-1" - Plan #00709-029

United Gulf Developments Ltd.
 200 Victoria Road
 Toronto, Ontario M5G 1S4
 TEL: (416) 593-1111

HPA
 100 Commercial Street, Suite 1000
 Halifax, Nova Scotia B3H 2Y9
 TEL: (902) 425-1111

Downtown Mixed Use Development
 1001 Grandville Street
 Halifax, Nova Scotia

Partial Podium Elevation



Notes:

1. The building is to be constructed in accordance with the requirements of the National Building Code of Canada, 1970, and the requirements of the Province of Ontario, 1970, and the requirements of the City of Toronto, 1970.
2. The building is to be constructed in accordance with the requirements of the National Building Code of Canada, 1970, and the requirements of the Province of Ontario, 1970, and the requirements of the City of Toronto, 1970.
3. The building is to be constructed in accordance with the requirements of the National Building Code of Canada, 1970, and the requirements of the Province of Ontario, 1970, and the requirements of the City of Toronto, 1970.

LEGEND

- CURTAIN WALL - CLEAR VISION PANEL
- SPANDREL GLASS
- BRONZE FRAMED VISION GLASS
- TEMPERED GLASS GUARD
- STONE CLADDING
- STONE FIN
- STONE FIN
- STONE SILL
- COPPER CANOPY
- METAL LATTICE PRIVACY SCREEN
- METAL SIGNAGE BAND
- WOOD
- OPERABLE WINDOW
- PAINTED METAL PANEL
- COPPER SILL
- COPPER CLADDING
- COPPER PARAPET

EXERCISE YOUR RIGHTS UNDER THE ACCESS TO INFORMATION ACT

Schedule "E-1" - Plan #00709-030

United Gulf Developments Ltd.
 200 Dundas Street West
 Toronto, Ontario M5G 1R7
 Tel: (416) 593-1111

HPA
 200 Dundas Street West
 Toronto, Ontario M5G 1R7
 Tel: (416) 593-1111

Downtown Mixed Use Development
 500 Dundas Street
 Halifax, Nova Scotia

Partial Podium Elevation

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

A8.03



1. The project is located at the intersection of the 100th Street and the 10th Avenue in the City of Toronto. The building is a multi-story structure with a prominent horizontal band of windows and a large, textured wall section on the right. The drawing is a partial facade elevation showing the building's exterior materials and details.

LEGEND

- CURTAIN WALL - CLEAR VISION PANEL
- SPANDREL GLASS
- BRONZE FRAMED VISION GLASS
- TEMPERED GLASS CLIMBER
- STONE CLADDING
- STONE PIER
- STONE FINIS
- STONE SILL
- COPPER CANOPY
- METAL LATTICE PRIVACY SCREEN
- RETAIL SIGNAGE BAND
- WOOD
- OPERABLE WINDOW
- PAINTED METAL PANEL
- COPPER SILL
- COPPER CLADDING
- COPPER PARAPET

ARCHITECTURAL ELEVATION
 PARTIAL FACADE ELEVATION

Schedule "F-1" - Plan #00709-031

United Gulf Developments Ltd.
 200 Bay Street
 Toronto, Ontario M5H 2S4
 Telephone: 416-593-1111

HPA
 200 Bay Street, 20th Floor
 Toronto, Ontario M5H 2S4
 Telephone: 416-593-1111

WARRBY BOSTAPNE ARCHITECTS
 Downtown Mixed Use Development
 201 Granite Street
 Halifax, Nova Scotia

Partial Facade Elevation

DATE: 10/15/11
 SCALE: 1/8" = 1'-0"
 DRAWN BY: [Name]
 CHECKED BY: [Name]

A8.04

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 20 day of Nov., A.D., 2007, before me, the subscriber personally came and appeared MICHAEL PUDOV a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **United Gulf Developments Limited**, one of the parties thereto, signed, sealed and delivered the same in his presence.

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

WILLIAM P. THOMSON
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 28th day of November, A.D., 2007, before me, the subscriber personally came and appeared before me Kelly MacNamara + Christina Sears the subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Peter Kelly, its Mayor, and Jan Gibson, ^{JP} its Municipal Clerk, its duly authorized officers in his presence. Julia Horncastle

Acting

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

JENNIFER WEAGLE
A Commissioner of the
Supreme Court of Nova Scotia

UPLANDUrban Planning +
Design Studio#204 - 5668 Cornwallis Street
Halifax, Nova Scotia B3K 1B6

To:
Carl Purvis
Supervisor of Community Planning
Halifax Planning & Development
PO Box 1749
Halifax, NS B3J 3A5

5
May
2016

Re:
Development Agreement Extension Application for 1591 Granville Street
and 1568 Hollis Street, Halifax

Dear Mr. Purvis,

On behalf of our client, 3104854 Nova Scotia Ltd., UPLAND requests that Council grant an extension to the date of commencement set out in the Development Agreement (Doc 89466073) affecting 1591 Granville Street and 1568 Hollis Street, in Halifax, Nova Scotia (PIDs 41036096 and 00003954).

As per Section 4.3 of the existing Agreement, our client requests that the date of commencement be established as three years from the date Council approves the time extension.

Sincerely,

Original Signed

Ian Watson, MCIP, LPP
Planner

Attachments:

(1) Copy of completed planning application form

Attachment C

Relevant Sections of the *HRM Charter*

- 242(3)(e) *A development agreement may 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.*
- 244(1) *A development agreement is in effect until discharged by the Council.*
- 244(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.*
- 244(3) *After a development agreement is discharged, the land is subject to the land-use by-law.*