

HALIFAX

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

Item No. 13.1.1
Harbour East-Marine Drive Community Council
September 8, 2016

TO: Chair and Members of the Harbour East-Marine Drive Community Council

SUBMITTED BY: Original Signed
Bob Bjerke, Chief Planner & Director, Planning and Development

DATE: June 8, 2016

SUBJECT: Case 18255: Development Agreement corrections, 530 Portland Street and
104 Green Village Lane, Dartmouth

SUPPLEMENTARY REPORT

ORIGIN

- Application by CAP.
- Original Staff Report dated December 15, 2014.
- March 10, 2015 public hearing.
- June 10, 2015 approval of a development agreement.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that the Harbour East-Marine Drive Community Council:

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

BACKGROUND

On June 10, 2015, Harbour East-Marine Drive Community Council approved the amending development agreement for lands at 530 Portland Street and 104 Green Village Lane, Dartmouth. The amended development agreement enabled an increase in residential density in the form of three multiple unit buildings as contained within the staff report for Case 18255 dated December 15, 2014. Council's decision was not appealed and the development agreement was signed by the property owner(s).

However, prior to execution of the agreement by the Municipality's signing officers, the following drafting errors were identified and corrected in the corrected development agreement:

- The adoption of the new concept site plan for the Third Amending Agreement mistakenly deleted the concept site plans, Schedule "C" and Schedule "C-1", for the Existing Development Agreement and the First Amending Agreement respectively. The corrected document adds the new concept site plan, C-2, following Schedule "C-1" in the Existing Agreement. The new subset of Schedules in Section 2.1.1 is added to the Existing Agreement following Schedule "F" Commercial Uses;
- Rename former Schedule 2B-1 as Schedule "C-2";
- Adding "Multiple Unit Buildings Lands" to Permitted Land Uses sections (2A.1.2 to 2A.1.6) and Architectural Requirements, Parking, Outdoor Lighting, Landscaping (2A.2 to 2A.5) ensures these requirements apply to the proposed multiple unit building development only;
- Adding the Non-substantive Amendments of the Existing Development Agreement to the list of those permitted by the Third Amending Agreement in 2.10.1 to clarify that those amendments may still be considered;
- Clarify that commencement and completion times, sections 3.3 and 3.4 respectively, begin at the time of registration of the Third Amending Agreement;
- Replace the word "Lands" with "Property" as this was the word used in the existing agreement;
- Add additional space in Preamble for date of approval of the corrected amending development agreement.

DISCUSSION

As a means of addressing the matters identified above, Attachment A includes a corrected development agreement document which rectifies the drafting errors. In addition, the staff recommendation includes a new 120 day timeframe within which the property owner must sign the corrected agreement.

It is important to note the required corrections have no effect on the intent of the development agreement that was approved by Community Council. The proposed changes correctly adopt the new site plan and all schedules, while re-installing the Schedules of the Existing Agreement. Furthermore, the proposed changes clarify reference to Schedule C-2 of the Third Amending Agreement for permitted land uses and architectural requirements and inserted the correct document reference for commencement time and completion time in Subsections 3.3 and 3.4. None of the changes require a new public hearing and Community Council is able to approve the corrections to the development agreement by resolution.

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

FINANCIAL IMPLICATIONS

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

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy and is described in the December 15, 2014 staff report.

ENVIRONMENTAL IMPLICATIONS

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

ALTERNATIVES

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

ATTACHMENTS

Attachment A Corrected Development Agreement – 530 Portland Street and 104 Green Village Lane as approved by Community Council on June 10, 2015

The original staff reports and development agreement can be found at:
<http://www.halifax.ca/Commcoun/east/documents/HEMDCC150604item1013.pdf>

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

Report Prepared by: Darrell Joudrey, Planner II, Urban Enabled Applications, 902-490-4181

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

Attachment A:
Corrected Development Agreement
530 Portland Street and 104 Green Village Lane as approved by Community Council on June 10, 2015

THIS THIRD AMENDING DEVELOPMENT AGREEMENT made this day of [Insert Month], 20XX,

BETWEEN:

(INSERT DEVELOPER NAME)

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

OF THE FIRST PART

- and-

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain Property located at 530 Portland Street and 104 Evergreen Village Lane, Dartmouth, and which said Property are more particularly described in Schedule A hereto (hereinafter called the "Property");

AND WHEREAS the Harbour East Community Council approved an application by the Developer to enter into a Development Agreement to allow for single unit dwellings, semi-detached dwellings, townhouse dwellings, a multiple unit dwelling, commercial use, a fire station and associated office space, park and open space use development on the Property on October 3rd, 2000, referenced as Municipal Case Number 00163, said Agreement was registered at the Land Registration Office in Halifax as Document Number 35871 (hereinafter called the "Existing Agreement");

AND WHEREAS the Municipality entered into an amendment to the Existing Development Agreement with Pinnacle Homes Limited to revise the concept plan to identify three commercial sites for a commercial plaza, commercial buildings and self-storage, define restaurant use and adopt Schedule C-1 on July 10, 2003, which was registered at the Land Registry Office in Halifax as Document Number 44510 (hereinafter called the "First Amending Development Agreement");

AND WHEREAS the Municipality entered into an amendment to the Existing Development Agreement with Pinnacle Homes Limited to allow temporary signs in accordance with By-law Number S-800 on July 2, 2009, which was registered at the Land Registry Office in Halifax as Document Number 94915759 (hereinafter called the "Second Amending Development Agreement");

AND WHEREAS the Developer has requested that the Municipality enter into a third amending Development Agreement to allow 263 dwelling units in 3 multiple unit residential buildings and associated amenity space on the Property and adopt Schedule C-2 pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies H-3G and H-3H of the Dartmouth Municipal Planning Strategy (herein after called the "Third Amending Development Agreement");

AND WHEREAS the Harbour East-Marine Drive Community Council approved said request at a meeting held on June 2, 2015 and (Month) (Day), 2016 referenced as Municipal Case 18255;

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

The Existing Agreement, as amended by the First Amending Agreement and the Second Amending Agreement is further amended as follows:

1. Deleting Section 2.1.1 of the Existing Agreement, as amended, and replacing it with the following:

2.1.1 The Developer shall develop and use the Property in conformance with the site plans, design drawings, renderings and supporting technical documents, attached as the following Schedules to this Agreement:

| | |
|-----------------------|---|
| Schedule "A" | Legal Description of the Property owned by Pinnacle Homes Limited (PID# 00226514), Dartmouth |
| Schedule "B" | Generalized Land Use Map and Phasing Plan |
| Schedule "C" | Concept Plan |
| Schedule "C-1" | Revised Concept Plan |
| Schedule "C-2" | Concept Plan for Multiple Unit Buildings |
| Schedule "D" | Conceptual Servicing Plan |
| Schedule "E" | Environmental Protection Plan |
| Schedule "F" | Commercial Uses |
| Schedule 2C1 | Building A West Elevation |
| Schedule 2C2 | Building A South Elevation |
| Schedule 2C3 | Building A East Elevation |
| Schedule 2C4 | Building A North Elevation |
| Schedule 2C5 | Building A Northwest Elevation |
| Schedule 2C6 | Building A Northeast Elevation |
| Schedule 2D1 | Building B South Elevation |
| Schedule 2D2 | Building B West Elevation |
| Schedule 2D3 | Building B North Elevation |
| Schedule 2D4 | Building B East Elevation |
| Schedule 2E1 | Building C South Elevation |
| Schedule 2E2 | Building C West Elevation |
| Schedule 2E3 | Building C North Elevation |
| Schedule 2E4 | Building C East Elevation |
| Schedule 2F1 | View of Amenity Space and Gateway Elements |
| Schedule 2G | Proposed Subdivision Plan |

2. Adding a new section immediately after Section 2.1.1 and 2.1.2 as follows:

2.1.3 Further to Section 2.1.1 and 2.1.2, that portion of the Property shown on Schedule C-2 for the proposed multiple unit buildings (the "Multiple Unit Building Lands") shall replace the same area shown on Schedules "C" and "C-1" of the Existing Agreement, as amended.

3. Inserting a new Schedule "C-2" immediately following Schedule "C-1" of the Existing Agreement, as amended.
4. Inserting new schedules Schedule "2C1", Schedule "2C2", Schedule "2C3", Schedule "2C4", Schedule "2C5", Schedule "2C6", Schedule "2D1", Schedule "2D2", Schedule "2D3", Schedule "2D4", Schedule "2E1", Schedule "2E2", Schedule "2E3", Schedule "2E4", Schedule "2F1" and Schedule "2G" immediately following Schedule "F" of the Existing Agreement, as amended.
5. Inserting a new section within the Existing Agreement, as amended, immediately after Section 2.1.3 and before section 2.2 as follows:

2A.1. MULTIPLE UNIT BUILDINGS A, B and C as Referenced by Schedule C-2

- 2A.1.1** The following sections of this Agreement, 2A.1 to 2A.7 inclusive, apply to the Multiple Unit Building Lands as shown in Schedule C-2 to this Agreement.
- 2A.1.2** The uses for the Multiple Unit Building Lands that are permitted by this Agreement, subject to its terms and as generally illustrated on Schedule C-2, attached hereto, are:
- a) 10 storey Multiple Unit Building A with a maximum of 148 units;
 - b) 9 storey Multiple Unit Building B with a maximum of 90 units;
 - c) 4 storey Multiple Unit Building C with a maximum of 25 units;
 - d) Commercial Uses as per Schedule F; and
 - e) Amenity Space located as shown on Schedules C-2 and 2F1 of this Agreement.
- 2A.1.3** The mix of residential unit types for the Schedule C-2 Multiple Unit Building Lands shall be as follows:
- a) Building A shall contain a maximum of 31 one bedroom units;
 - b) Building B shall contain no one bedroom units;
 - c) Building C shall contain a maximum of 6 one bedroom units; and
 - d) Notwithstanding the above clauses the Development Officer may vary the overall unit type by up to 10% of the number of units required.
- 2A.1.4** Commercial uses shall be permitted in Building B of the Multiple Unit Building Lands as follows:
- a) Commercial uses shall be in accordance with Schedule F;
 - b) Commercial uses shall, if possible, be located fronting onto the sidewalk or public space and provide interactive elements such as doors and windows; and
 - c) Commercial uses shall be limited to 40% of the gross ground floor area but may be permitted in combination with ground floor residential uses.
- 2A.1.5** The Developer shall be permitted to develop a maximum of 263 residential units on the Multiple Unit Building Lands, in accordance with the provisions of this Agreement, as amended, and as generally illustrated on Schedule C-2.
- 2A.1.6** Sections 2.3.1, 2.3.8, 2.3.9, 2.3.12, 2.3.23, 2.3.24 and 2.4.1 of the Existing Agreement, as amended, do not apply to Multiple Unit Building Lands..

2A.2 Architectural Requirements for the Multiple Unit Building Lands

- 2A.2.1** All facades of the Multiple Unit Building Lands buildings shall be designed and detailed as primary facades, with detailing and finishes as shown on the Schedules to fully extend around the buildings. The exterior cladding, architectural detailing, and window proportions, shall, in the opinion of the Development Officer, conform to that shown on the Schedules. All public entrances fronting onto a sidewalk or a public space shall be clearly identified and highlighted through architectural details, landscaping or ground treatment.
- 2A.2.2** Roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any abutting public street or adjacent residential development. All vents, down spouts, flashing, electrical conduits, meters, service connections and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used as an accent.
- 2A.2.3** The Developer agrees to provide a landscaped-at-grade roof Amenity Space adjacent Building A as located on Schedule C-2 that features the following:
- a) the amenity space shall have a minimum area of 7200 square feet;

- b) the amenity space shall feature design elements to integrate it into the surrounding landscaped area and sidewalk system of Building A;
- c) the stairs and railing shall be treated as design elements and integrated into the rooftop amenity space; and
- d) detailed design shall be provided in the Landscape Plan required under this Agreement.

2A.2.4 The Developer agrees to provide an Amenity Space adjacent to Building B as located on Schedule C-2 of this Agreement that features the following:

- a) the amenity space shall have a minimum area of 6500 square feet; and
- b) detailed design shall be provided in the Landscape Plan required under this Agreement.

2A.2.5 The Developer agrees to provide an Amenity Space adjacent to Building C and Gateway Elements as located on Schedules C-2 and 2F1 of this Agreement that feature the following:

- a) the amenity space shall have a minimum area of 17,200 square feet;
- b) stairs connecting the amenity space to Green Village Lane shall feature design elements integrated into the stairs;
- c) the existing slope graded towards Green Village Lane immediately adjacent the amenity space shall be considered part of the design response for the amenity space;
- d) the existing slope from the amenity space northeast edge to Building C and from the amenity space northwest edge to the existing parking spaces shall be landscaped areas;
- e) Gateway elements shall be located at both sides of the street as shown on Schedule 2F1; and
- f) detailed design shall be provided in the Landscape Plan required under this Agreement.

2A.2.6 A covered feature shall be located at Building B generally where the building fronts on to the sidewalk and shall be given architectural and landscape architectural design treatment that shows consideration of the pedestrian realm interaction in the Landscape Plan. All pedestrian entrances and landscaped areas adjacent to pedestrian entrances of Buildings A, B and C shall be acknowledged with landscape architectural design treatment in the Landscape Plan.

2A.3 Parking for Multiple Unit Building Lands

2A.3.1 Parking shall be provided as follows:

- a) Underground resident parking for each Building shall be provided at a minimum rate of 1 space per unit for Building A, at a rate of 0.75 spaces per unit for Building B and 22 spaces for Building C;
- b) A minimum of 5 surface parking spaces to serve as visitor parking only and 60 Class A and 14 Class B bicycle parking spaces shall be provided for Building A;
- c) A minimum of 5 surface parking spaces to serve as visitor parking only and 36 Class A and 9 Class B bicycle parking spaces shall be provided for Building B; and
- d) A minimum of 6 surface parking spaces to serve as visitor parking only and 10 Class A and 3 Class B bicycle parking spaces shall be provided for Building C.

2A.3.2 The surface parking areas as well as internal driveways shall be hard surfaced and defined by concrete curb.

2A.4 Outdoor Lighting for Multiple Unit Building Lands

2A.4.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

2A.4.2 *Lighting Plan*

Further to subsection 2A.4.1 prior to the issuance of a Development Permit, the Developer shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with Subsection 2.3.24 of this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:

- a) The location, on the Buildings and on the premises, of each lighting device;
- b) The location and type, on the amenity space, of each individual lighting device:
and
- c) A description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.

2A.4.3 The Lighting Plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of Subsection 2A.4.2 of this Agreement.

2A.5 Landscaping for Multiple Unit Building Lands

Landscape Plan

2A.5.1 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this Agreement and generally conforms with the overall intentions of Schedule C-2. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this Agreement.

2A.5.2 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

2A.5.3 The Landscape Plan shall include the following:

- a) a sidewalk to provide a pedestrian connection from Portland Street to Building A as generally shown on Schedule C-2. This sidewalk shall be constructed of concrete;
- b) a sidewalk on the northeast side of Green Village Lane to provide a pedestrian connection from Portland Street to the south side of the existing driveway access as generally shown as Schedule C-2. This sidewalk shall be constructed of concrete;
- c) a detailed design for each individual Building site (including Landscaped Areas);
- d) a detailed design for the Amenity Space (including furniture) and Gateway elements as shown on Schedules C-2 and 2F1 as required in the Agreement; and
- e) a detailed design for the landscape-at-grade roof Amenity Space of Building A and the Amenity Space of Building B.

2A.5.4 All walkways shall be hard surfaced.

Compliance with Landscaping Plan

2A.5.5 Prior to issuance of the first Occupancy Permit for Building A, Building B and Building C the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping including hard surfacing of all walkway, parking and driving areas has been completed according to the terms of this Development Agreement.

2A.5.6 Notwithstanding Section 2A.5.5, where the weather and time of year does not allow the completion of the outstanding landscape and onsite paving works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within six months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

2A.6 Subdivision of the Lands

The lands may be subdivided in accordance with Schedule 2G of this Agreement subject to the requirements of the Regional Subdivision By-law.

The Municipality agrees that the park dedication requirements have been fulfilled as per the terms of the Existing Development Agreement.

2A.7 Solid Waste Facilities

The buildings shall include designated space for five stream (refuse, recycling and composting) source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans.

6. Delete section 2.10.1 of the Existing Agreement and replace it with the following section 2.10.1:

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

- a) other commercial uses not identified on Schedule "F";
- b) hours of operation for commercial uses;
- c) conversion of restaurant building(s) to other commercial uses;
- d) signage provisions, except for pylon signs;
- e) accessory uses to the fire station;
- f) the use of the office space in the fire station by other HRM departments.
- g) Changes to the requirements of Subsection 2A.2.1 regarding exterior design for matters such as window design and proportion, variations to cladding materials and colours which, in the opinion of the Development Officer, do not conform with Schedules 2C1 to 2C6, 2D1 to 2D4 and 2E1 to 2E4;
- h) Alterations to the residential unit types established by Subsection 2A.1.3 provided that at least 60 percent of units are two bedroom or larger;
- i) A reduction in the parking requirement below the threshold set out in Subsection 2A.3.1, provided that a minimum ratio of 0.8 spaces per unit is provided;
- j) Changes to the Landscaping Plan as detailed in Section 2A.5 which, in the opinion of the Development Officer, do not conform with Schedule C-2 or 2F1;
- k) The granting of an extension to the date of commencement of construction as identified in Section 3.3 of this Agreement; and
- l) The length of time for the completion of the development as identified in Section 3.4 of this Agreement.

7. The Existing Agreement shall be amended by deleting Sections 3.3 and 3.4 and replacing it with the following Sections 3.3 and 3.4:

3.3 In the event that construction of Buildings A, B or C as shown on Schedule C-2 or the full service restaurant shown on Schedule C-1 has not commenced within three years from the date of registration of this Third Amending Agreement at the Land Registration office, the Municipality may, by resolution of Council, either discharge this Agreement whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purpose of this section, commencement shall mean upon the issuance of the first development permit.

3.4 In the event the Developer fails to complete the development or portions thereof, or after five years from the date of registry of this Third Amending Agreement with the Land Registration office, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

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

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:

(Insert Registered Owner Name)

Witness

Per: _____

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

Schedule 2C1 - Building A West Elevation



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|  | Date 22 MAY 2012 | Issued: D.A. AMENDMENT PRE-APPLICATION (REVISION 2) | Project No. 1132 | Scale NTS |
| Project EVERGREEN VILLAGE DEVELOPMENT AGREEMENT AND M.P.S. AMENDMENT DARTMOUTH, NOVA SCOTIA | | | Title BUILDING A WEST ELEVATION | Drawing RN-1 |

Schedule 2C2 - Building A South Elevation



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Schedule 2C3 - Building A East Elevation

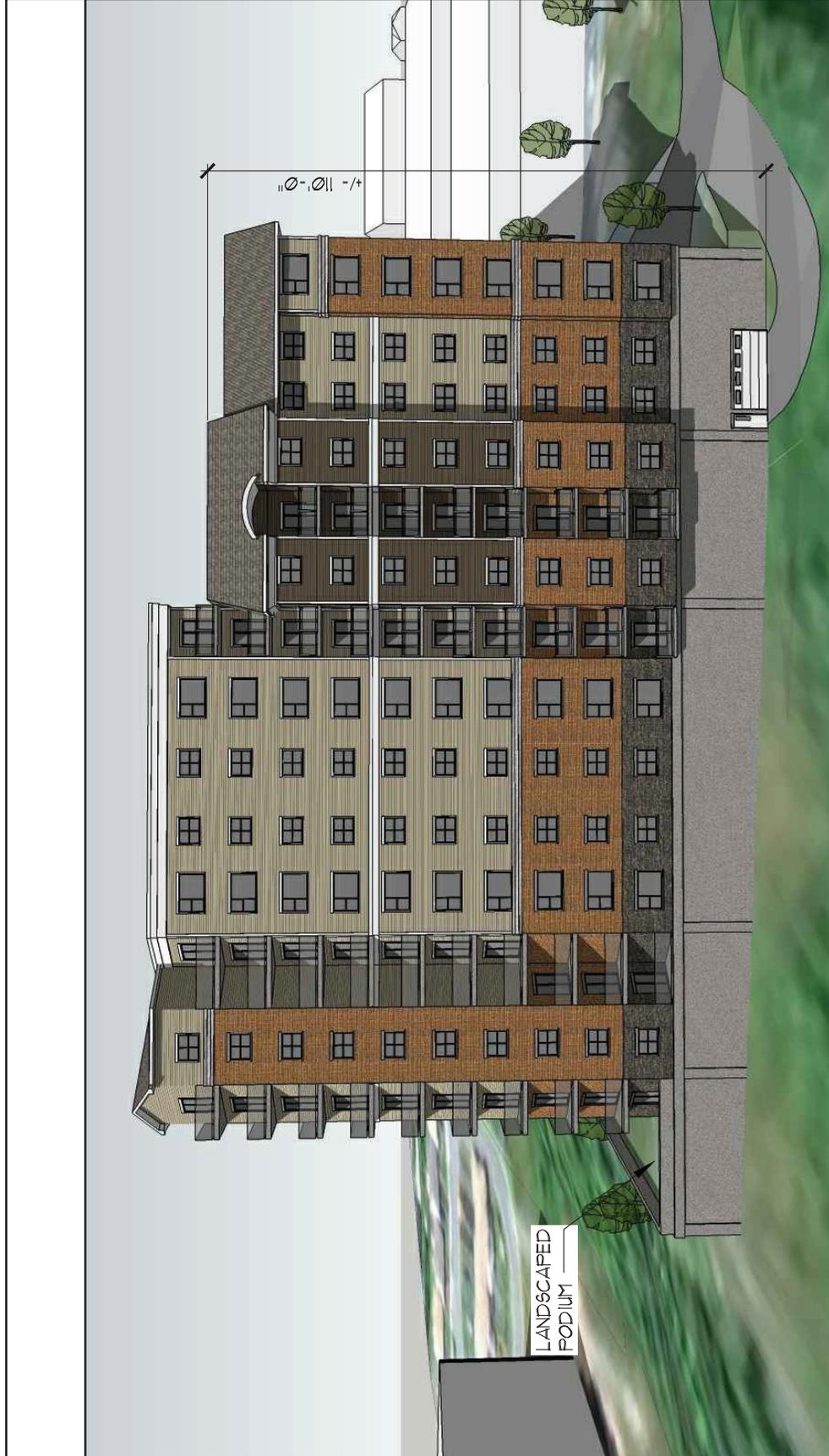


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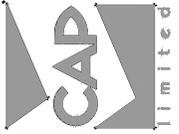
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| Project EVERGREEN VILLAGE DEVELOPMENT AGREEMENT AND M.P.S. AMENDMENT DARTMOUTH, NOVA SCOTIA | | Title BUILDING A EAST ELEVATION | | Drawing RN-3 |

Schedule 2C4 - Building A North Elevation



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| Project EVERGREEN VILLAGE DEVELOPMENT AGREEMENT AND M.P.S. AMENDMENT DARTMOUTH, NOVA SCOTIA | | Title BUILDING A NORTH ELEVATION | | Drawing RN-4 |

Schedule 2C5 - Building A Northwest Elevation



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| Project EVERGREEN VILLAGE DEVELOPMENT AGREEMENT AND M.P.S. AMENDMENT DARTMOUTH, NOVA SCOTIA | | Title BUILDING A NORTH WEST ELEVATION | | Drawing RN-5 |

Schedule 2C6 - Building A Northeast Elevation



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| Project EVERGREEN VILLAGE DEVELOPMENT AGREEMENT AND M.P.S. AMENDMENT DARTMOUTH, NOVA SCOTIA | | Title BUILDING A NORTH EAST ELEVATION | | Drawing RN-6 |

Schedule 2D1 - Building B South Elevation



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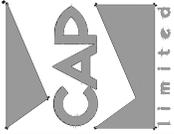
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|  | Date 22 MAY 2012 | Issued: D.A. AMENDMENT PRE-APPLICATION (REVISION 2) | Project No. 1132 | Scale NTS |
| Project EVERGREEN VILLAGE DEVELOPMENT AGREEMENT AND M.P.S. AMENDMENT DARTMOUTH, NOVA SCOTIA | | Title BUILDING B SOUTH ELEVATION | | Drawing RN-1 |

Schedule 2D2 - Building B West Elevation



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| Project EVERGREEN VILLAGE DEVELOPMENT AGREEMENT AND M.P.S. AMENDMENT DARTMOUTH, NOVA SCOTIA | | Title BUILDING B WEST ELEVATION | | Drawing RN-8 |

Schedule 2D3 - Building B North Elevation



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Schedule 2D4 - Building B East Elevation



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|  | Date 22 MAY 2012 | Issued: D.A. AMENDMENT PRE-APPLICATION (REVISION 2) | Project No. 1132 | Scale NTS |
| Project EVERGREEN VILLAGE DEVELOPMENT AGREEMENT AND M.P.S. AMENDMENT DARTMOUTH, NOVA SCOTIA | | Title BUILDING B EAST ELEVATION | | Drawing RN-10 |

Schedule 2E1 - Building C South Elevation



NOTE RENDERING ONLY. DOES NOT INDICATE ACTUAL COLOUR SCHEME.

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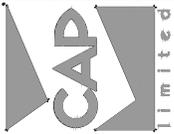
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|  | Date 22 MAY 2012 | Issued: D.A. AMENDMENT PRE-APPLICATION (REVISION 2) | Project No. 1132 | Scale NTS |
| Project EVERGREEN VILLAGE DEVELOPMENT AGREEMENT AND M.P.S. AMENDMENT DARTMOUTH, NOVA SCOTIA | | Title BUILDING C SOUTH ELEVATION | | Drawing RN-11 |

Schedule 2E2 - Building C West Elevation



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|  | Date 22 MAY 2012 | Issued: D.A. AMENDMENT PRE-APPLICATION (REVISION 2) | Project No. 1132 | Scale NTS |
| Project EVERGREEN VILLAGE DEVELOPMENT AGREEMENT AND M.P.S. AMENDMENT DARTMOUTH, NOVA SCOTIA | | Title BUILDING C WEST ELEVATION | | Drawing RN-12 |

Schedule 2E3 - Building C North Elevation



NOTE RENDERING ONLY. DOES NOT INDICATE ACTUAL COLOUR SCHEME.

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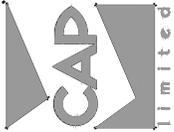
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|  | Date 22 MAY 2012 | Issued: D.A. AMENDMENT PRE-APPLICATION (REVISION 2) | Project No. 1132 | Scale NTS |
| Project EVERGREEN VILLAGE DEVELOPMENT AGREEMENT AND M.P.S. AMENDMENT DARTMOUTH, NOVA SCOTIA | | Title BUILDING C NORTH ELEVATION | | Drawing RN-13 |

Schedule 2E4 - Building C East Elevation



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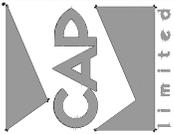
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|  | Date 22 MAY 2012 | Issued: D.A. AMENDMENT PRE-APPLICATION (REVISION 2) | Project No. 1132 | Scale NTS |
| Project EVERGREEN VILLAGE DEVELOPMENT AGREEMENT AND M.P.S. AMENDMENT DARTMOUTH, NOVA SCOTIA | | Title BUILDING C EAST ELEVATION | | Drawing RN-14 |

Schedule 2F1 - View of Amenity Space and Gateway Elements

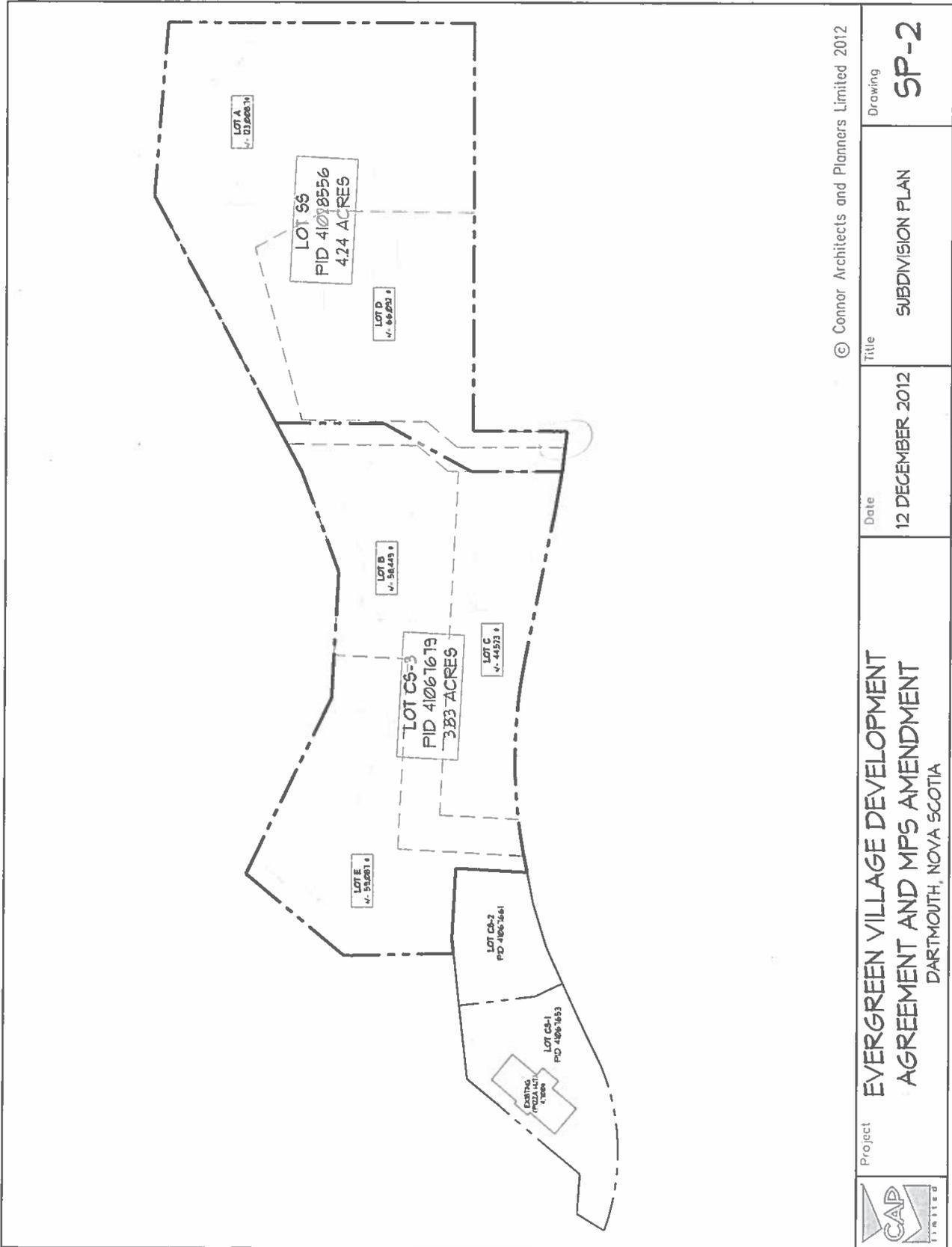


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|  | Date 22 MAY 2012 | Issued: D.A. AMENDMENT PRE-APPLICATION (REVISION 2) | Project No. 1132 | Scale NTS |
| Project EVERGREEN VILLAGE DEVELOPMENT AGREEMENT AND M.P.S. AMENDMENT DARTMOUTH, NOVA SCOTIA | | Title STREET VIEW FACING EAST | Drawing RN-18 | |

Schedule 2G - Proposed Subdivision Plan



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|  | Project EVERGREEN VILLAGE DEVELOPMENT AGREEMENT AND MPS AMENDMENT DARTMOUTH, NOVA SCOTIA | Date 12 DECEMBER 2012 | Title SUBDIVISION PLAN | Drawing SP-2 |
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