

Industrial Lands Development Opportunity

BURNSIDE INDUSTRIAL PARK PHASE 13-1 NEW LOT INVENTORY AVAILABLE

HALIFAX



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Corporate Real Estate
Property, Fleet &
Environment

Visit our website:
www.halifax.ca
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1.0 INTRODUCTION

- 1.1 The Construction Tender for Phase 13-1 Burnside Industrial Park, Dartmouth, Nova Scotia (the “**Park**”), was awarded by Halifax Regional Council on October 19, 2021. Completion of the construction is currently projected for the end of November 2023.
- 1.2 The proposed new lot inventory at various locations within Phase 13-1, Burnside Industrial Park (“**Phase 13-1**”) is shown on the Plan of Survey set out in Appendix 1 (“the **Plan of Survey**”) which is subject to subdivision approval. Following the completion of construction, Phase 13-1 will advance through the subdivision approval process. Availability and sales of the lot inventory cannot be completed until after the completion of construction and the registration of the approved subdivision plan for Phase 13-1 at the Halifax County Land Registration Office.
- 1.3 Subject to the foregoing, the Halifax Regional Municipality (“**HRM**”) is preparing to receive offers and site development proposals (collectively referred to as “**Offers**”) for the purchase and development of the land parcels within Phase 13-1.
- 1.4 Proponents can make Offers to purchase lots in Phase 13-1 by completing and submitting Offers using HRM’s standard form Agreements for Phase 13-1 and the Proponents’ site development proposals, as instructed below.
- 1.5 Offers must be received on or before 4:00 o’clock in the afternoon of December 11, 2023 to be eligible for consideration.

2.0 INTENTION OF HRM

- 2.1 It is HRM’s intent to negotiate land sales for each parcel of land to the Proponents whose Offers represent the best value to HRM and whose preliminary Site Development Proposals demonstrate the full development and utilization of the entire parcel for the Proponent’s primary purpose and conform with the Site Development and Buildings Standards governing developments in the Park.
- 2.2 To promote an opportunity of choice in the available lot inventory and encourage economic diversity, HRM may give priority to the diversification of market sector use-types over a single Proponent seeking more than one lot for multiple development opportunities.

3.0 AVAILABLE LOT OPPORTUNITIES AND MINIMUM RESERVE PRICING

- 3.1 The Lots are being made available at the sizes and configurations as offered. Lots may be proposed to be purchased and consolidated where bigger lots sizes may be required. However, any requested subdivision of the lots for the purpose of creating a smaller lot shall not be considered at this time.

- 3.2 A proposal for the development of two abutting properties to accommodate a larger single proposed use shall generally be considered as a single lot development for the purposes of this evaluation process.
- 3.3 The Municipality is offering the proposed lots to be sold on an “as is” basis once construction of Phase 13-1 infrastructure, streets and services are completed and the approved subdivision plan is registered in the Land Registration Office in and for the County of Halifax.
- 3.4 The lot sizes provided herein are estimates only and subject to change based on the final approved Plan of Survey.
- 3.5 The final lot price shall be calculated based on the purchase price per square foot contained in Offers that are accepted by HRM. The area of the lot, as determined by the final Plan of Survey multiplied by the agreed upon purchase price per square foot shall be the Purchase Price for each lot.
- 3.6 The Municipality has set a minimum reserve bid on a per square foot basis for each of the properties being offered.
- 3.7 Proponents shall make Offers to purchase at or above the Minimum Reserve Prices set out in Appendix 2 – Available Lot Inventory and Minimum Reserve Pricing.

4.0 STANDARD AGREEMENTS AND SITE DEVELOPMENT AND BUILDING STANDARDS

- 4.1 The Municipality has developed the Park to provide serviced industrial land to accommodate business growth and new investment into the region. To promote the efficient allocation and use of lands for immediate development purposes, the Municipality enforces timelines for construction commencement and completion by the utilization of standard form agreements of purchase and sale buy-back agreements. All developments must comply with the *Site Development and Building Standards* for Burnside Industrial Park, Phase 13-1.
- 4.2 The standard form of Agreement of Purchase and Sale (“APS”) is set out in Appendix 3.
- 4.3 The *Site Development and Building Standards* for Burnside Industrial Park, Phase 13-1 are set out in Schedule B to the standard Agreement of Purchase and Sale and the Buy-Back Agreement.
- 4.3 The standard form for Site Development Proposals is set out in Schedule “C” to the Agreement of Purchase and Sale.
- 4.4 The standard form of Buy-Back Agreement (“BBA”) is set out in Schedule “D” to the Agreement of Purchase and Sale.

5.0 SUBMISSION REQUIREMENTS

- 5.1 All Site Development Proposals must comply with the Site Development and Building Standards and all municipal zoning, building and other applicable by-laws and municipal policies and are also subject to the approval of HRM Corporate Real Estate.
- 5.2 All Agreements of Purchase and Sale are subject to subdivision approval and are subject to approval of the Halifax Regional Municipality's Council or its delegated authority.
- 5.3 No Offer shall be considered accepted until an Agreement of Purchase and Sale submitted by a successful Proponent is executed by the authorized officers of the Halifax Regional Municipality.
- 5.4 Proponents wishing to bid on more than one lot must submit individual Offers for each lot (with an accompanying Site Development Proposal for each lot), unless the Proponent's Site Development Proposal is to consolidate multiple lots for a single development purpose.
- 5.5 Proponents who only want to buy one lot for a single-lot proposed development might choose to bid on more than one lot so as to increase the chance of securing a lot. To do so the Proponent may submit individual bids for each lot but should clearly indicate an intent to purchase only one lot and indicate the order of preference for each lot on which the Proponent makes an Offer. For clarity, the Proponent shall not have the opportunity to choose its final property from multiple offers submitted. A successful Proponent will only be provided with one lot opportunity based from the order of the stated preference.
- 5.6 By submitting an Offer, the Proponents acknowledge that they have read, understood and agreed to be bound by all terms and conditions of the Agreements and all requirements under the *Site Development and Building Standards* for Phase 13-1.

6.0 SUBMISSION OF OFFERS

- 6.1 Proponents wishing to make an offer to purchase a lot in Phase 13-1 must complete the applicable information on the appropriate spaces on the standard form Agreement of Purchase and Sale for Phase 13-1 ("APS") is set out in Appendix 3, including:
 - 6.1.1 the Proponent's name (as "Purchaser") and lot number on the cover page;
 - 6.1.2 the Proponent's name and registered office address on the first page; and the lot number and approximate area of the parcel the Proponent wishes to buy as shown on the Plan of Survey ("the Property") in recital "C" on the first page;
 - 6.1.3 the total price, meeting or exceeding the minimum reserve pricing, the Proponent is offering for the Property including the price per square foot ("Purchase Price") (s. 4); and the amount of the deposit (s. 6);
 - 6.1.4 if the Proponent is being represented by a real estate agent licensed in Nova Scotia the name of the agent and broker must be written in s. 40;

- 6.1.5 the name and contact information of the Proponent's lawyer is to be provided in s. 47;
- 6.1.6 the duly authorized officers of the Proponent must complete information and sign the Agreement and affix the Proponent's corporate seal on the signature page or else sign the Agreement in the presence of a witness who must also sign in the space indicated; and
- 6.1.7 The *Site Development and Building Standards* for Burnside Industrial Park, Phase 13-1 must be initialed by the Proponent and attached as Schedule B to the Agreement of Purchase and Sale.
- 6.2 The Proponent must fully complete and sign Part A of the preliminary Site Development Proposal and attach it to the standard form Agreement of Purchase and Sale as Schedule "C". (If the Proponent's Offer is accepted, including Part A of the Site Development Proposal, the Proponent will be required, at least 30 days prior to the Closing Date, to provide all the information required in Part B of the Site Development Proposal which must conform with the approved Part A of the Site Development Proposal.)
- 6.3 The Proponent must fill in the appropriate information in the standard Buy-Back Agreement which is Schedule "D" to the Agreement of Purchase and Sale. The Buy-Back Agreement must be duly executed by the authorized signing officers of the Proponent. An officer of the Proponent must sign and swear the Affidavit of Status in the presence of a lawyer, a commissioner of oaths or a notary public who must also sign the Affidavit of Execution which is attached to the Buy-Back Agreement. All the Schedules to the Buy-Back Agreement must be included with the executed Buy-Back Agreement to be submitted with the Offer.
- 6.4 All documents must be completed in full and signed in triplicate.
- 6.5 Three signed originals of all the documents listed above which constitute the Proponents' Offers must be submitted in sealed envelopes to the Halifax Regional Municipality on or before 4:00 p.m. Atlantic time on December 11, 2023. Offers must be addressed to attention of John MacPherson, Program Specialist, Industrial Lands, and be delivered to:
- HRM Customer Service Centre, Alderney Gate.
40 Alderney Drive, 1st Floor, Dartmouth, NS B2Y 2N5.
- Hours of operation are:**
8:30 a.m. to 4:30 p.m. Monday to Friday
Closed on statutory holidays
- 6.6 All questions concerning this request for Offers shall be directed to John MacPherson, Program Specialist Industrial Lands, HRM Corporate Real Estate, via email to businessparks@halifax.ca, or by phone to (902)220-8605, Monday through Friday, 8:30 A.M. to 4:30 P.M.

7.0 ADDITIONAL INFORMATION

- 7.1 Additional information and notices with respect to this Development Opportunity shall be posted on HRM's website at www.BusinessParks.com <https://www.halifax.ca/business/business-parks>). **It shall be the sole responsibility of Proponents to regularly check the above website for any updates or notices.**

8.0 RESERVATIONS

- 8.1 The Halifax Regional Municipality reserves the right at its sole discretion to reject any or all Offer or to accept any Offer in its sole discretion.
- 8.2 HRM is not precluded from negotiating with any Proponent modifications to its Site Development Proposal to best suit the needs and requirements of HRM.
- 8.3 All qualified proposal submissions will be reviewed and evaluated. Additional information may be requested if necessary.
- 8.4 The lands are being sold on an "as-is", "as-zoned" basis.
- 8.5 The Municipality reserves the right to receive and review multiple Offers and reserves the right at its sole discretion to approve or reject any Offer or make counter offers or modify the terms of the approval of any offer.
- 8.6 In the event of substantially similar Offers, the Municipality reserves the right to request the Proponents to resubmit Offers.
- 8.7 Nothing in this document shall obligate HRM to accept any Offer.

9.0 NOT A TENDER CALL

- 9.1 This submission opportunity is not a tender call, and the submission of any response to this request for proposals does not create a tender process.

10.0 LATE SUBMISSIONS

- 10.1 Offers received after the final date and time for receipt of Offers will be considered late and will not be eligible for consideration.

11.0 INELIGIBILITY

- 11.1 Proponents are to submit with their documents for review by the Halifax Regional Municipality, full disclosure of any issue that may constitute a conflict-of-interest violation. The Halifax Regional Municipality's decision on this matter will be final.
- 11.2 Any Offer may be rejected on the basis of the Proponent's noncompliance with respect to prior land purchase transactions with HRM or developments, completion schedules or non-compliance with Municipal by-laws and policies. HRM reserves the right to reject

any Offer from parties under litigation with HRM or which HRM considers to be in default of any other contract with HRM.

12.0 EVALUATION OF PROPOSALS

- 12.1 Sale price will be the primary factor considered by HRM in the evaluation of Offers but the highest or any proposed purchase price will not necessarily determine whether HRM will accept that Offer.
- 12.2 HRM may also consider, but not limited to, land use compatibilities, availability of alternate opportunities, urgency of need view of best use and highest economic and financial benefit to HRM.
- 12.3 At the sole discretion of HRM, an Offer may be accepted based on overall aligned value of the proposed undertaking.

13.0 DEVELOPMENT REQUIREMENTS

- 13.1 While HRM recognizes that some industrial market sectors require a higher ratio of land area to building coverages to accommodate its operational needs, HRM promotes the efficient allocation and use of its industrial employment lands resource.
- 13.2 Site Development Proposals must demonstrate full development and utilization of the entire property being purchased for the immediate operational requirements of the Proponent's primary use. HRM will decline an Offer at its sole discretion where the efficient utilization of property for the full and immediate requirements of a development proposal is not clearly demonstrated.
- 13.3 HRM may in its sole discretion, decline an Offer if the preliminary Site Development Proposal does not comply with the *Site Development and Building Standards*.
- 13.4 Part B of the Proponent's Site Development Proposal must not deviate from the preliminary (Part A) Site Development Proposal approved by HRM Corporate Real Estate. The Proponent must develop the Property in accordance with the approved preliminary and final Site Development Proposals.
- 13.5 The Proponent acknowledges and agrees that multi-phased development proposals that would extend construction timelines beyond the Building Commencement or Completion Dates, contemplated by the Agreement of Purchase and Sale, will not be accepted.
- 13.6 The Buy-Back Agreement shall not be released in part or full until such time as the approved development has been completed as required under the terms and conditions of the Agreement of Purchase and Sale and Buy-Back Agreement.

- 13.7 The Proponent acknowledges and agrees to adhere to the Building Commencement and Completion Dates as per the terms and conditions of the Agreement of Purchase and Sale and further acknowledges and agrees that the Premium Payment option afforded by the Agreement of Purchase and Sale is the sole mechanism for extending the Building Commencement/Completion Dates.
- 13.8 The Proponent acknowledges and agrees that if the Proponent's Offer is accepted, it will be on the basis that the Proponent will develop the Property within the timelines in the Agreement of Purchase and Sale. The Proponent is prohibited from assigning the Agreement of Purchase and Sale and from selling or transferring the Property to another party prior to the "Commencement of construction" as defined in the Agreement of Purchase and Sale. Any sale or transfer of the controlling shares of a Proponent or Purchaser entity shall be considered a sale of the Property and thus governed by this rule.

14.0 DEPOSIT

Within two Business Days of written notification that the HRM Corporate Real Estate has given favourable consideration to a Proponent's Offer and is recommending that the HRM accept it, the Purchaser agrees to submit to the Municipality a Deposit in the amount representing ten percent (10%) of the Purchase Price to be held by the Municipality without interest pending the completion of the Agreement or termination in accordance with its terms. Should the required 10% deposit not be provided to HRM within the two business days following written notification referred to above, HRM shall have the right to terminate the negotiations with no further obligations to the Proponent.

15.0 CLOSING DATE

The closing of the transaction shall be completed on the 60th day following the date the approved plan of subdivision is registered at the Land Registration Office ("Closing Date") or on such other date as the Municipality and the Purchaser may mutually agree in writing. If the Closing Date is not a Business Day, the Closing shall take place on the next Business Day.

16.0 BROKERAGE COMMISSION

For the Purchaser chooses to use the services of a Nova Scotia licensed real estate agent working for a Nova Scotia registered Real Estate Broker, who are both at "arms-length" from the Proponent, the Proponent must identify the agent and broker in the Agreement of Purchase and Sale. If so, the Agent will be primary contact between HRM and the Proponent. After the closing, the Municipality will pay to the Broker a Real Estate Commission of three percent (3%) on the first \$500,000 of the Purchase Price and one and a half percent (1.5%) on the remainder, plus HST. No commission will be payable by HRM if for any reason the closing of the Agreement of Purchase and Sale does not transpire.

17.0 FINAL AGREEMENT

By submitting the Offer, the Proponent is deemed to accept all the terms and conditions of the Agreements. No Agreement of Purchase and Sale will be binding upon HRM unless and until it

has been executed by the Halifax Regional Municipality at the hands of its duly authorized officers.

18.0 BUY- BACK AGREEMENT

The Purchaser will be required to register the Buy-Back Agreement, as a first recorded interest on the title to the Property.

19.0 COST OF PREPARATION

All costs incurred by Proponents in the preparation of their Offers will be borne solely by the Proponent and shall not be chargeable to or payable HRM.

20.0 NO WARRANTIES OR REPRESENTATIONS

Statements contained herein, and information obtained from HRM's website, are based upon information Halifax Regional Municipality (HRM) deems reliable, but for which HRM assumes no responsibility and for which no express or implied warranties are made. This information is provided subject to errors, omissions, changes, prior to sale or withdrawal from the market without notice.