



Planning Services

Top Floor, Planning
2750 Dutch Village Road
Halifax, N.S.
B3J 3A5

Tel. 902-490-4393
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November 27, 2001

GBRF Developments Limited
Mr. Peter Polley
P. O. Box 31369
Halifax, Nova Scotia
B3K 5Z1

Dear Mr Polley:

Case 00213: Application by GBRF Developments Limited to enter into a development agreement to permit a residential project on lands owned by Petro Canada Limited located between Kencrest Avenue and Barrington Street, Halifax

Enclosed, for your records, is a fully executed copy of the development agreement for the subject project.

This agreement has been recorded at the Registry of Deeds in Book No. 6879 at Pages 768-790.

Yours truly,

A handwritten signature in cursive script that reads "Teresa Walker".

Teresa Walker
Planning Services Division

/tw
Encl.

21

HALIFAX COUNTY REGISTRY OF DEEDS		
Document #	Book	Pages
42086	6899	539-559
I certify that this document was registered as shown here.		
NOV 9/01	236	
Arlene D'Eon	Registrar	
MM	DD	YYYY
		, 2001,

THIS AGREEMENT made this

day of

539

BETWEEN:

GBRF DEVELOPMENTS LIMITED
 (hereinafter called the "Developer")

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY,
 a body corporate, in the County of
 Halifax, Province of Nova Scotia
 (hereinafter called the "Municipality")

OF THE SECOND PART

APPROVED
 AS TO FORM

Municipal Solicitor

WHEREAS the Developer is the registered owner of certain lands located between Kencrest Avenue and Barrington Street on Peninsula Halifax and which said lands are more particularly described in Schedule "A" to this agreement (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement for the subdivision and development of the Lands, pursuant to the provisions of the *Municipal Government Act* (S.N.S., 1998, Ch.18), the *Halifax Municipal Planning Strategy* and the *Land Use for Peninsula Halifax*;

AND WHEREAS the Chebucto Community Council approved this request at a meeting held on, September 18, 2001 (Municipal Reference Number: Case 00213);

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

PART 1: DEFINITIONS AND GENERAL AGREEMENT

In this agreement, unless the context otherwise requires:

“Community Council” means the Chebucto Community Council of the Municipality.

“Developer” means GBRF Developments Limited, it’s successors and assigns.

“Development Engineer” means the engineer appointed by the Municipality to grant approvals for municipal service systems pursuant to the requirements of the Subdivision By-law or any person acting on behalf of the Development Engineer.

“Development Officer” means a person appointed by the Municipality to administer the Land Use By-law, the Subdivision By-law and this agreement.

“Director of Parks” means the Director of Parks and Recreation Services for the Municipality or any person designated to act on his or her behalf.

“Land Use By-Law” means the Peninsula Halifax Land Use By-law, as amended from time to time.

“Subdivision By-law” means the Halifax Subdivision By-Law as amended from time to time.

1.2 The following Schedules shall form part of this agreement:

Schedule “A”: Legal Description of the Lands

Schedule “B”: Conceptual Servicing Schematic and Grading Plan

Schedule “C”: Cross Section Design Requirements for New Public Street

Schedule “D”: Municipal Park Dedication - Conceptual Landscaping Plan

Schedule “E”: Kencrest Avenue Entry Street- Conceptual Landscaping Perspectives

Schedule “F”: Property Perspective (North West Corner) from Barrington Street -
Conceptual Landscaping Plan

Schedule “G”: Multiple Dwelling Unit Buildings - Conceptual Site Plan

Schedule “H”: Multiple Dwelling Unit Buildings - Elevations

1.3 The Municipality agrees that the Lands may be subdivided and developed in accordance with and subject to the terms and conditions of this agreement and the Developer agrees that the Lands shall only be subdivided and developed in accordance with and subject to the terms and conditions of this agreement.

- 1.4 Except as otherwise provided for herein, the subdivision and development of the Lands shall comply with the requirements of the Land Use By-law and the Subdivision By-law.
- 1.5 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 and Subdivision By-law to the extent varied by this agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or the lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the subdivision, development and use of the Lands.
- 1.6 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 and Subdivision 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.
- 1.7 The Developer and each lot owner 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 or lot owner.
- 1.8 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: SUBDIVISION OF THE LANDS

- 2.1 The Developer may subdivide the Lands subject to and in accordance with the following provisions and conditions:
 - (a) The alignment, configuration and dimensions of all lots and street rights-of-way substantially conform with the alignment, configuration and dimensions presented on Schedules "B" "C" and "G";
 - (b) each lot proposed for a multi-unit dwelling conforms with the minimum lot frontage and area requirements for the R-3 Zone of the Land Use By-law;
 - (c) Each lot proposed for a semi-detached housing unit (where the proposed housing type on each lot is illustrated on Schedule "B") has a minimum lot frontage of twenty-five (25) feet except that, where a lot faces the outside of a curve in the street the minimum lot frontage may be reduced to fifteen (15) feet and has a minimum lot area of eighteen hundred (1,800) square feet;

- (d) Each lot proposed for a townhouse unit has a minimum lot frontage of eighteen (18) feet except that, where a lot faces the outside of a curve in the street, the minimum lot frontage may be reduced to fifteen (15) feet and has a minimum lot area of fifteen hundred (1,500) square feet;
- (e) Except as otherwise illustrated on Schedules "B" and "C", all streets and municipal service systems, both on-site and off-site, shall be designed and constructed in compliance with all applicable by-laws and regulations of the Municipality, Halifax Regional Water Commission, utility companies, and any other approval agencies, unless the design is otherwise acceptable to the Development Engineer and all other approval agencies as appropriate.
- (f) A park dedication is conveyed to the Municipality in substantial conformity with the location and dimensions illustrated on Schedule "B" and with landscaping measures undertaken in substantial conformity with the conceptual landscaping plan presented on Schedule "D". The cost of all landscaping measures are to be assumed by the Developer, unless otherwise indicated on Schedule "D", and the final design specifications of such measures and finished grade elevations must be approved by the Director of Parks prior to final subdivision approval being granted for any semi-detached or townhouse lots. The park dedication shall be conveyed to the Municipality prior to final subdivision approval being granted for more than twenty-one lots intended for semi-detached or townhouse dwelling units with all landscaping measures completed unless an agreement is entered into for the completion of such measures which terms are satisfactory to the Director of Parks;
- (g) A wooden fence measuring at least five (5) feet in height from finished grade is constructed as per the general design presented on Schedule "E" along both sides of the proposed street right-of-way from approximately the front lot line to the rear lot line of the abutting lots at 3789 and 3801 Kencrest Avenue;
- (h) A wooden fence measuring at least four (4) feet in height from finished grade is constructed as per the general design presented on Schedule "F" commencing at the northwest corner of the Lands and extending along the full western boundary of the Lands to the rear lot line of the abutting property on Kencrest Avenue and in an easterly direction along the boundary of the Lands abutting Barrington Street for a horizontal distance of not less than one hundred and eighty (180) feet;
- (i) Prior to the commencement of any work on any portion of the Lands for which subdivision approval is sought, detailed plans and design information regarding the stormwater drainage system and erosion and sedimentation control measures and practices to be undertaken shall be prepared and certified by a professional engineer and approved by the Development Engineer. The storm drainage drainage system shall conform with the stormwater management principles identified in the Municipality's Service Design Guidelines. The granting of such approvals shall also be conditional upon the Developer providing a security deposit of two thousand and

- five hundred dollars (\$2,500) per acre of lands being subdivided in a form acceptable to the Municipality. The security deposit may be used by the Municipality to rectify any environmental problems that result from the Developer's failure to implement or maintain the approved erosion and sedimentation control measures. No municipal service systems shall be accepted by the Development Officer unless such systems and measures have been undertaken in accordance with the approved plans or an agreement for their completion, in a form acceptable to the Development Engineer, has been entered into with the Municipality.
- (j) Bases and posts for no parking signs are installed by the Developer to the specifications and at the locations directed by the Development Engineer. All costs associated with the installation of the signs shall be assumed by the Developer.
- 2.2 The Developer shall not place any fill on the parkland dedication unless grading plans are submitted and approved as part of the landscaping plans required under clause 2.1(f) of this agreement.
- 2.3 The Municipality agrees that the Developer may commence clearing, excavation and blasting activities required for the installation of municipal services in association with a subdivision application prior to the Developer receiving subdivision approval provided that the Development Officer is reasonably satisfied that the proposed road alignment and geometry conforms with clause 2.1(a) and the erosion and sedimentation control plans have been approved and installed pursuant to the requirements of clause 2.1(i) of this agreement.
- 2.4 The Municipality agrees that no lots shall be required to be pinned until such time as municipal services have been constructed.
- 2.5 No subdivision approval shall be granted by the Development Officer after ten (10) years from the date of approval of this agreement by the Community Council (as indicated on the first page hereto) unless an extension to the time frame for execution of this agreement has been approved by resolution of the Community Council.
- 2.6 Notwithstanding clause 2.1 (a), lots for semi-detached housing units may be substituted for townhouse lots and lots for townhouse units may be substituted for semi-detached housing unit lots provided that the total number of semi-detached and townhouse units on the Lands does not exceed forty-one (41) and the requirements of clauses 2.1 (c) and (d) are satisfied.

PART 3: DEVELOPMENT OF THE LANDS

- 3.1 A municipal development permit shall be granted by the Development Officer for any development shown on Schedule "B" subject to the following terms and conditions:
- (a) Development of the multiple unit buildings shown on Schedule "B" shall

substantially conform with the the Conceptual Site Plan and Building Elevations presented on Schedules G and H and all R-3 Zone development standards for multi-unit buildings established under the Land Use By-law. The total number of dwelling units within the buildings shall not exceed one hundred and twenty-eight (128) units. For the purpose of this clause, development means the location of buildings, parking areas, driveways, walkways, landscaping measures and the height, massing and the external appearance of buildings.

- (b) All buildings to be occupied by semi-detached housing units shall conform with the following requirements:

minimum front and rear yard:	fifteen (15) feet;
minimum side yard:	four (4) feet except that for any lot line dividing housing units in the same building no side yard setback shall be required;
maximum height:	thirty-five (35) feet; and
maximum lot coverage:	forty-five percent (45%).

- (c) All buildings to be occupied by townhouse units shall conform with the following requirements:

minimum front and rear yard:	fifteen (15) feet;
minimum side yard:	seven and one half (7.5) feet except that for any lot line dividing housing units in the same building no side yard setback shall be required;
maximum height:	thirty-five (35) feet; and
maximum lot coverage:	fifty-five percent (55%);

- (d) A parking space measuring at least eight (8) feet by sixteen (16) feet shall be reserved for each semi-detached and townhouse dwelling unit on the lot on which the dwelling unit is located;
 - (e) Any accessory structure proposed on a lot occupied by a semi-detached housing unit shall conform with the R-2 zone requirement for accessory structures and all other general requirements for accessory structures as contained in the Land Use By-law and any accessory structure proposed on a lot occupied by a townhouse unit shall conform with the R-2T zone requirement for accessory structures and all other general requirements for accessory structures as contained in the Land Use By-law.
- 3.2 The Municipality agrees that a municipal development permit may be granted for either multi-unit building prior to any subdivision approval being granted provided that the requirements of clause 3.1(a) are satisfied.
- 3.3 For the purposes of clauses 3.1 (b) and (c), the term “rear yard” shall have the meaning given by the Land Use By-law.
- 3.4 Unenclosed structures attached to the main building, such as verandas, decks and porches and steps may be located within the minimum front yard required under clauses 3.1(b) and 3.1(c) and the area of any such unenclosed structures shall not be included in the maximum lot coverage requirements of clauses 3.1 (b) and 3.1(c).
- 3.5 The Municipality agrees that the variance provisions and procedures made under the Municipal Government Act shall apply to the development of the Lands permitted under this agreement except that, where the Act references “land use by-law”, the words “this agreement” shall be substituted therefor.
- 3.6 No occupancy permit shall be granted for any multi-unit building unless certification has been received from a professional architect that the development conforms with requirements of clause 3.1(a).
- 3.7 The Municipality agrees that one (1) building intended for occupancy for not more than four (4) semi-detached or townhouse dwelling units may be constructed prior to subdivision approval being granted for the lot on which the building is intended to be located provided that the municipal services plan has been approved by the Development Engineer and the Development Engineer and Development Officer are reasonably satisfied that the proposed development is capable of conforming with all applicable terms and conditions of this agreement. The Municipality further agrees that such building may be used on a temporary basis for display or occupied for office uses pertaining to the sale of properties on the Lands but the Developer agrees that no occupancy permit shall be granted for residential occupancy until subdivision approval has been granted.

PART 4: PROPERTY MAINTENANCE

- 4.1 Use of the Lands shall conform with the general provisions and restrictions adopted under the Land Use By-law for R-2, R-2T and R-3 uses.
- 4.2 The Developer agrees to be responsible for snow and ice removal and maintenance of landscaping within the new street right-of-way abutting the property at 3789 Kencrest Avenue in accordance with the requirements of all by-laws adopted by the Municipality while either of the current residents of 3789 Kencrest Avenue, being Reuel Smith and Barbara Smith, continue to reside on the property.

PART 5: AMENDMENTS

- 5.1 Amendments to the following provisions of this agreement shall be considered non-substantial and may be amended by resolution of the Community Council.
- (a) a reduction to the minimum lot frontage and area requirements made under clauses 2.1 (c) and (d);
 - (b) the time frame required for conveyance of the park dedication made under clause 2.1 (f);
 - (c) the height and design of the fences required under clauses 2.1 (g) and (h);
 - (d) changes to the design of the multiple unit building which, in the opinion of the Community Council, are deemed minor;
 - (e) the maximum lot coverage requirements for semi-detached and townhouse units made under clauses 3.1 (b) and (c).

PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

- 6.1 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.
- 6.2 This agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this agreement until this agreement is discharged by the Community Council.
- 6.3 Notwithstanding any subdivision approvals granted pursuant to this agreement or any transfer or conveyance of any lot or of all or any portion of the Lands, this Agreement

shall continue to apply to and bind the Developer, the Lands and each lot and, subject to Section 6.4, the Developer shall continue to be bound by all terms and conditions of this agreement until discharged by the Community Council.

- 6.4 Upon the transfer of title to any lot, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 6.5 Notwithstanding Section 6.4 or any transfer of title to a lot, the Developer shall continue to be responsible for the fulfilment of the Developer's covenants under this agreement and any subdivision agreement entered into pursuant to this agreement.
- 6.6 In the event that the Community Council refuses to grant an extension to the time frame for implementation of this agreement pursuant to Section 2.5, this agreement shall deemed to be discharged and shall have no further force or effect.

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 7.1 The Developer agrees that any officer appointed by the Municipality to enforce this agreement shall be granted access on to 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 request seven (7) days of receiving such a request..
- 7.2 If the Developer fails to observe or perform any covenant or condition of this agreement after the Municipality has given the Developer seven (7) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation measures, then in each such case, and in addition to any other rights or remedies available to the Municipality hereunder, at law or in equity:
 - (a) the Developer shall pay to the Municipality forthwith after demand the sum of one hundred (\$100.00) dollars per day for each day such default continues as liquidated damages for the breach of this contract and not as a penalty and the Developer hereby acknowledges and agrees that such sum represents a genuine estimate of the damages which are expected to be sustained by the Municipality by reason of the breach of this agreement by the Developer;

- (b) 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; and/or
- (c) the Municipality may enter onto the Property and perform any of the covenants contained in this agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Lands and be shown on any tax certificate issued under the Assessment Act.
- (d) 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.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED, AND DELIVERED)

in the present of *Jessie Walker*)

GBRF DEVELOPMENTS LTD.

Per *Peter Alley* _____)

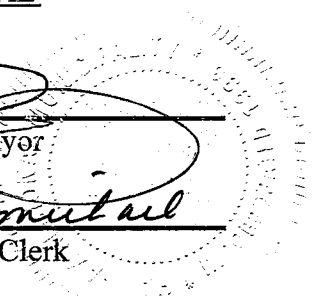
Per _____)

HALIFAX REGIONAL MUNICIPALITY

Kelly Machamara)
Kevide Grant)

Per _____)

Per *Vi Carmichael* _____)
Mayor
City Clerk



PROVINCE OF NOVA SCOTIA
 COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS ¹² day of ^{oct}, A.D., 2001, before me, the subscriber personally came and appeared ^{Doreen Walker} ~~Peter Kelly~~, a subscribing witness to the foregoing Agreement, who having been by me duly sworn, made oath and said that **GBRF DEVELOPMENTS LIMITED**, one of the parties thereto, signed, sealed and delivered the same in his presence.

CASSANDRA ERNST
 A Commissioner of the Supreme
 Court of Nova Scotia

Cassandra Ernst
 A Barrister of the Supreme Court
 of Nova Scotia

PROVINCE OF NOVA SCOTIA
 COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS ^{6th} day of ^{November}, A.D., 2001, personally came and appeared before me, the subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the Halifax Regional Municipality, by its officer, Mayor Peter Kelly and Vi Carmichael, Municipal Clerk, signed, sealed and delivered the same in his/her presence.

Sherryll Murphy
 A Commissioner of the Supreme Court
 of Nova Scotia

SHERRYLL MURPHY
 A Commissioner of the
 Supreme Court of Nova Scotia

ALL that certain lot, piece or parcel of land situate, lying and being in the City of Halifax, Province of Nova Scotia, and being Lot Y as shown on a Plan of Canadian Petrofina Limited new Marine Terminal Site 61, prepared by Walter E. Servant, P.L.S., dated October 11, 1958, and which said Lot Y may be more particularly described as follows:

Beginning at a point in the northern street line of Glebe St., said point being distant easterly along said street line two hundred eighteen (218) feet from an iron pipe marking the southeastern angle of a lot numbered twenty-five (25) now or formerly owned by General Mortgage and Housing Corporation;

Thence by the magnet of the year 1958, north forty degrees fifty-one minutes west (N 40° 51' W) one hundred thirty-five and one tenth (135.1) feet to an iron pipe set in concrete;

Thence north sixty-six degrees forty-nine minutes west (N 66° 49' W) one hundred twelve and two tenths (112.2) feet to the north eastern angle of lands now or formerly owned by Central Mortgage and Housing Corporation;

Thence north seventy-seven degrees eight minutes west (N 77° 08' W) along the northern boundary of said Central Mortgage and Housing Corp. lands one hundred (100) feet to an iron spike set in rock as a north eastern angle of lands now or formerly owned by Seaboard Investments Limited;

Thence north eighty-eight degrees fifty-eight minutes west (N 88° 58' W) ninety-eight and eight tenths (98.8) feet to a concrete retaining wall;

Thence north forty-nine degrees fifty-nine minutes west (N 49° 59' W) along the north eastern side of said concrete retaining wall and the prolongation thereof twelve hundred twenty-four and one tenth (1224.1) feet more or less to the south eastern angle of Lot X as shown on the above mentioned plan;

Thence north forty degrees one minute east (N 40° 01' E) along the eastern boundary of said Lot X two hundred sixty-two and one tenth (262.1) feet to the Canadian National Railway (Willow Park Branch) right-of-way;

Thence south sixty degrees thirty-five minutes east (S 60° 35' E) along the southern boundary of the said Canadian National Railways right-of-way, one hundred sixty-five and four tenths (165.4) feet;

Thence south forty-three degrees thirty-three minutes east (S 43° 33' E) four hundred seven and three tenths (407.3) feet;

Thence south fifty degrees thirty-nine minutes east (S 50° 39' E) two hundred (200) feet;

Thence south sixty-seven degrees six minutes east (S 67° 06' E) seventy (70) feet to the intersection with the southern boundary of Barrington Street;

Thence south forty-nine degrees fifty-five minutes east (S 49° 55' E) along the said southern boundary of Barrington St., three hundred seventy (370) feet;

Thence south fifty-seven degrees twenty-seven minutes east (S 57° 27' E) along said southern boundary three hundred ninety-four and seven tenths (394.7) feet;

Thence south twenty-nine degrees twenty-seven minutes east (S 29° 27' E) along said southern boundary fifty-two and seven tenths (52.7) feet to its intersection with the north western boundary of lands now or formerly owned by the Halifax Relief Commission;

Thence south forty-eight degrees thirty-three minutes west (S 48° 33' W) along said north western boundary one hundred thirty (130) feet;

Thence south twenty-three degrees forty minutes east (S 23° 40' E) sixty-three (63) feet more or less to the northern boundary of Glebe Street;

Thence north seventy-seven degrees three minutes west (N 77° 03' W) along the said northern boundary of Glebe Street sixty (60) feet more or less to the place of beginning.

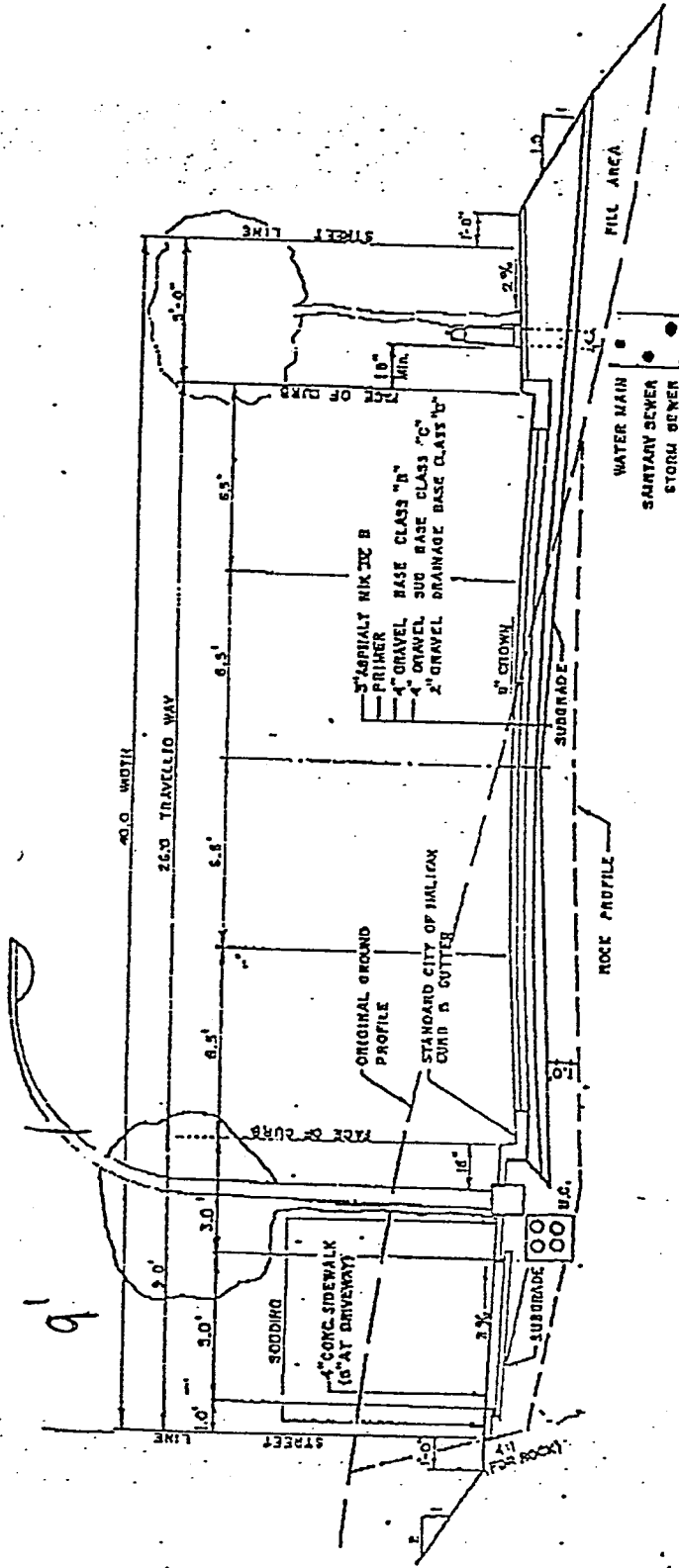
SAVING AND EXCEPTING

ALL that certain lot, piece or parcel of land situate lying and being in the City and County of Halifax, Province of Nova Scotia, and being Lot Letter "A" on a plan showing two lots as required by the Halifax-Dartmouth Bridge Commission, made by George T. Bates, N.S.L.S. and dated February 21st, 1969, the said plan having been approved by the Town Planning Board of the City of Halifax and duly filed in the office of the Registrar of Deeds at Halifax, the said Lot Letter "A" being more particularly described as follows:-

BEGINNING at the intersection formed by the southern boundary of the Canadian National Railways right-of-way (Willow Park Branch) and the southeastern boundary of property of the Nova Scotia Light and Power Company Limited, the said point of intersection being marked as Point A on said plan;

THENCE South 60 degrees 35 minutes East, along the southern boundary of said Canadian National Railways right-of-way (Willow Park Branch) One Hundred and Sixty-five decimal four (165.4) feet to Point B on said plan;

THENCE South 43 degrees 33 minutes East, continuing along said southern boundary of said Canadian National Railways right-of-way (Willow Park Branch) Eastward



No.	DATE	REVISION DESCRIPTION	APP.
1	NOV/75	RETRACED	W.P.
2	MAR/76	GENERAL REVISIONS	W.P.
3	MAR/76	GENERAL REVISIONS	W.P.
4	NOV/75	GENERAL REVISIONS	W.P.

CITY OF HALIFAX
ENGINEERING AND WORKS DEPARTMENT

STANDARD - DRAWING
40' LOCAL STREET
CROSS SECTION

DATE	1973
DATE FEB. 8, 1973	
SC. N. T. S.	
No. TT-17-20030	

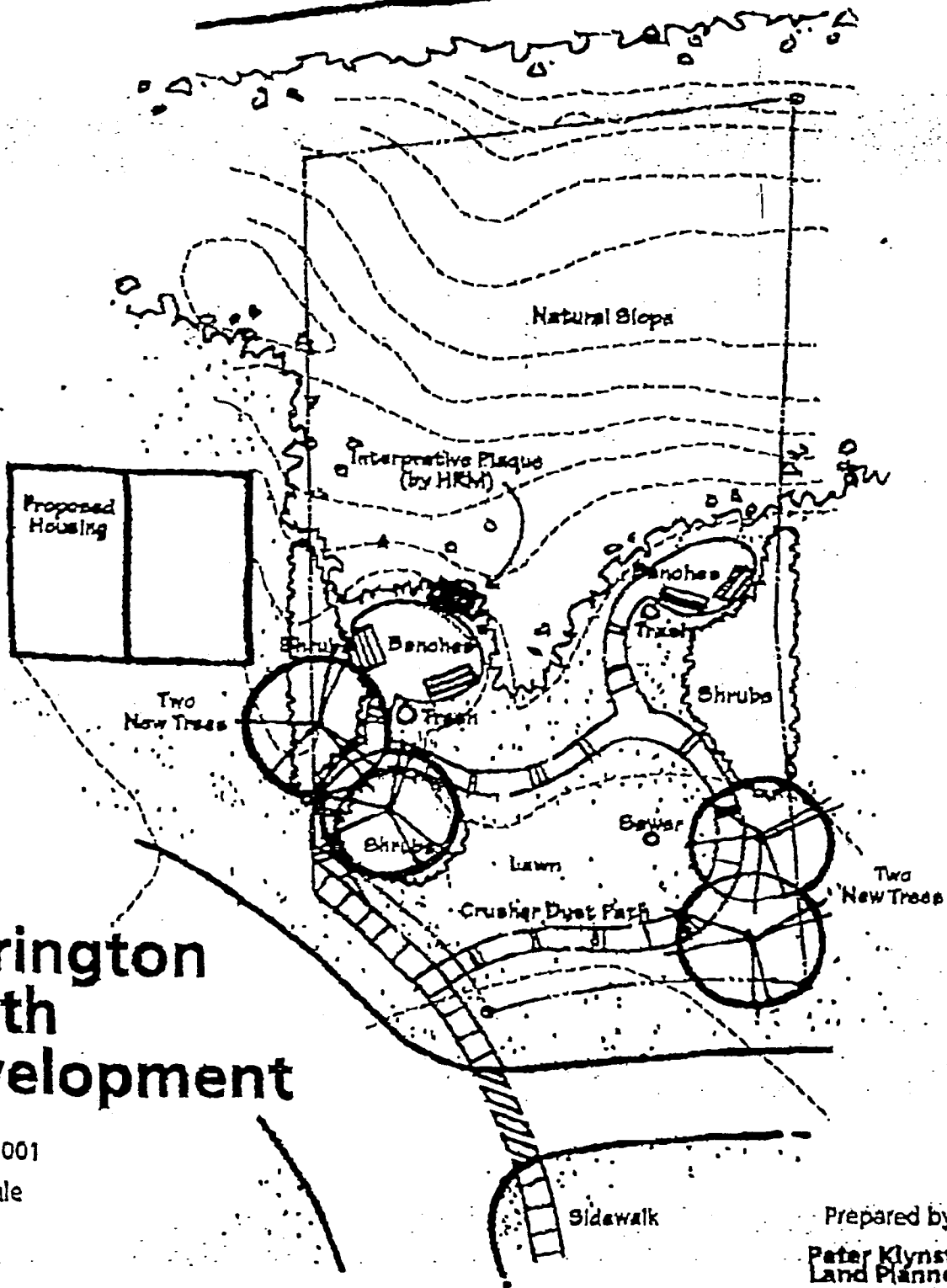
NOTE 3

- 1) LAKE MARKED @ 15' 15" ± 25'
- 2) SAND FILTER OF APPROVED DESIGN THICKNESS SHALL BE USED IF SUBGRADE IS OF CLAY MATERIAL
- 3) FOR GENERAL LAYOUT PLAN SEE DRAWING TT-17-20061.
- 4) PARKING ON THE SIDE ONLY (AS APPROVED BY TRAFFIC AUTHORITY).
- 5) NO TRANSIT BUS ROUTES.
- 6) ROCK TO BE EXCAVATED TO A DEPTH OF 1'-0" BELOW SUBGRADE AND FILLED WITH APPROVED COMMON FILL.
- 7) SIDEWALK, STREET LIGHTS AND UTILITIES ON SAME SIDE.

No.	DATE	GENERAL REVISIONS	REVISION DESCRIPTION	C.N.	APP.
1	11/2/87				

Schedule C

Barrington Street



Barrington North Development

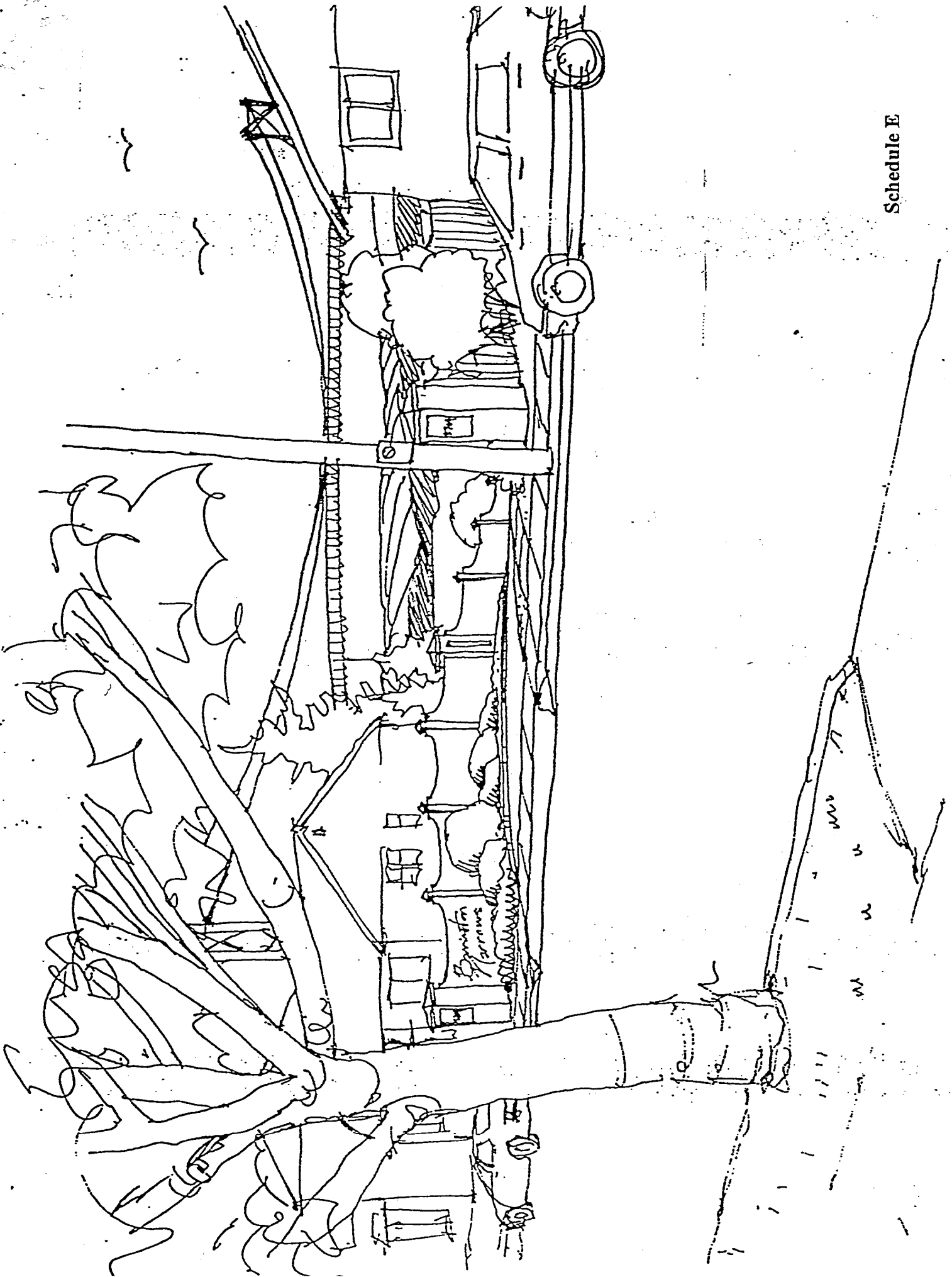
May 17, 2001

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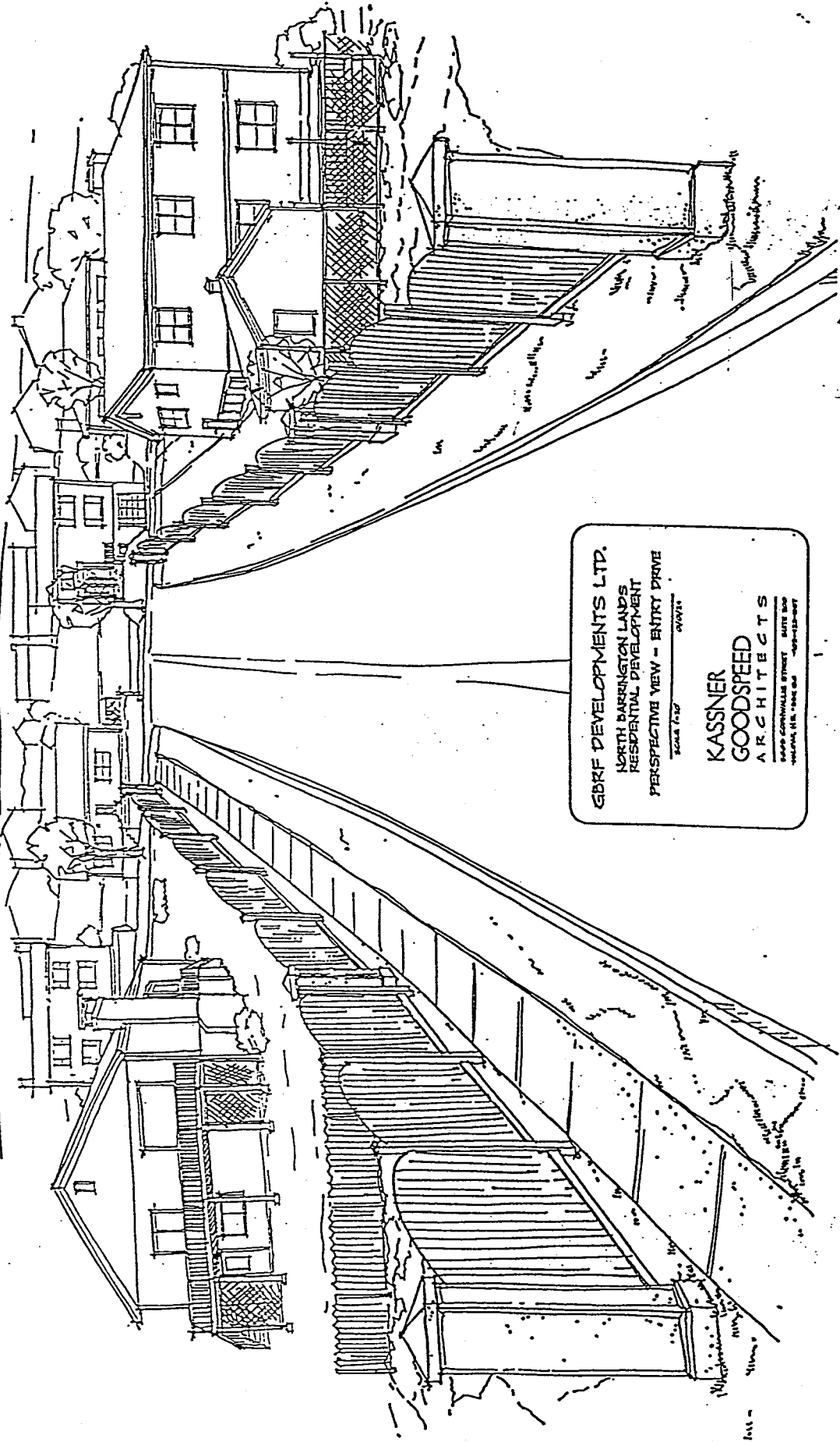
Prepared for:
GBRF Properties
Limited

Prepared by:
Peter Klynstra
Land Planners
&
ekistics

Schedule D

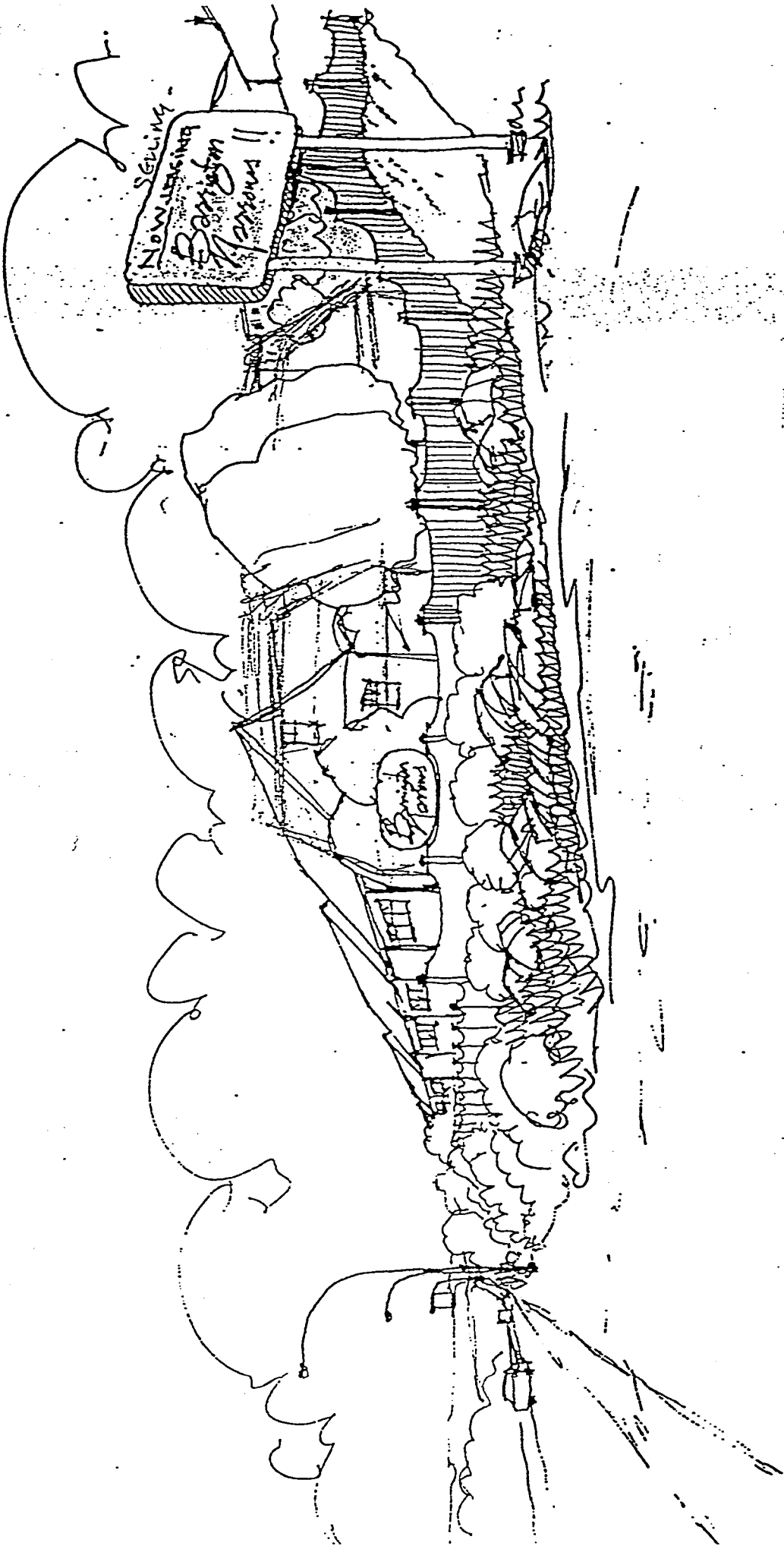


Schedule E

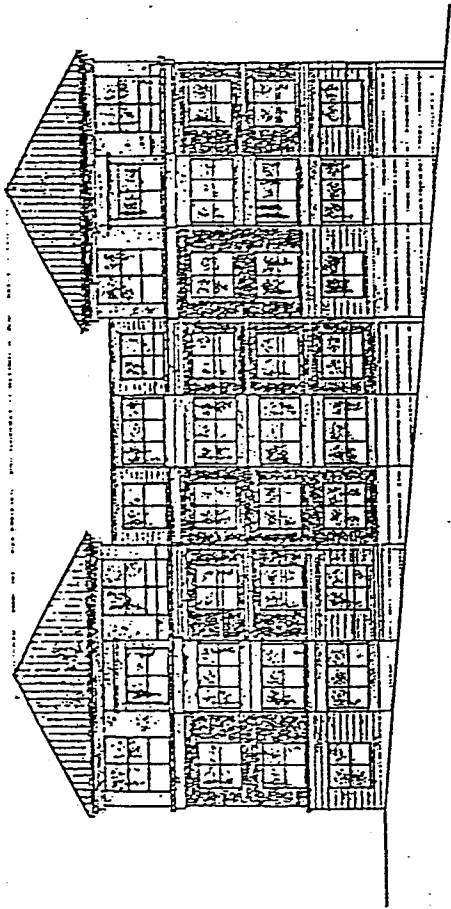


GBRF DEVELOPMENTS LTD.
NORTH BARRINGTON LANDS
RESIDENTIAL DEVELOPMENT
PERSPECTIVE VIEW - ENTRY DRIVE
SCALE 1:200 01/01/11

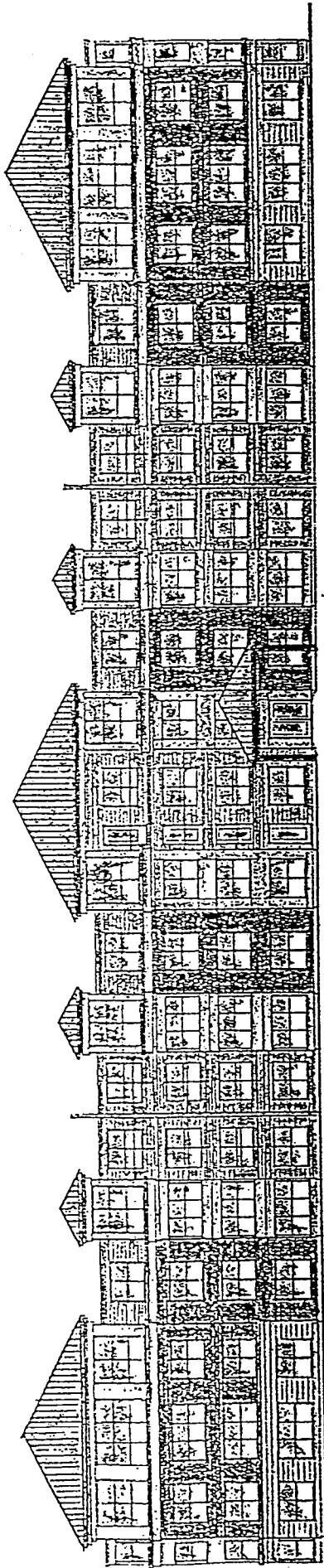
KASSNER
GOODSPEED
ARCHITECTS
1000 CORNWALL STREET SUITE 500
MONTREAL, QUEBEC H3A 2G4 TEL: 514-333-8877



Schedule F



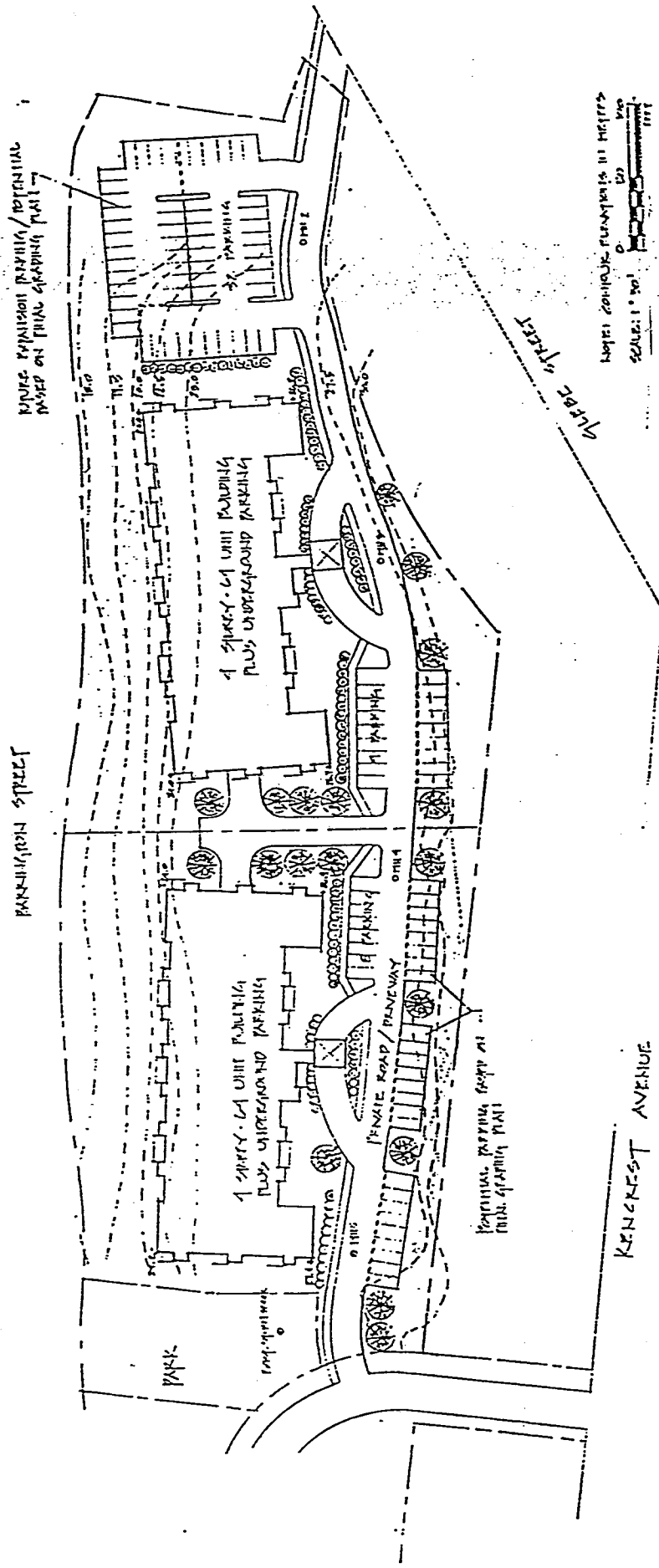
SOUTH ELEVATION - NORTH ELEVATION. MIRROR



WEST ELEVATION

BARRINGTON STREET DEVELOPMENT LANDS - BARRINGTON STREET, HALIFAX
MULTI-UNIT BUILDING PORTION - PROPOSED 64 UNIT BUILDING
ARCHITECTS MICHAEL HAPIEK & COMPANY

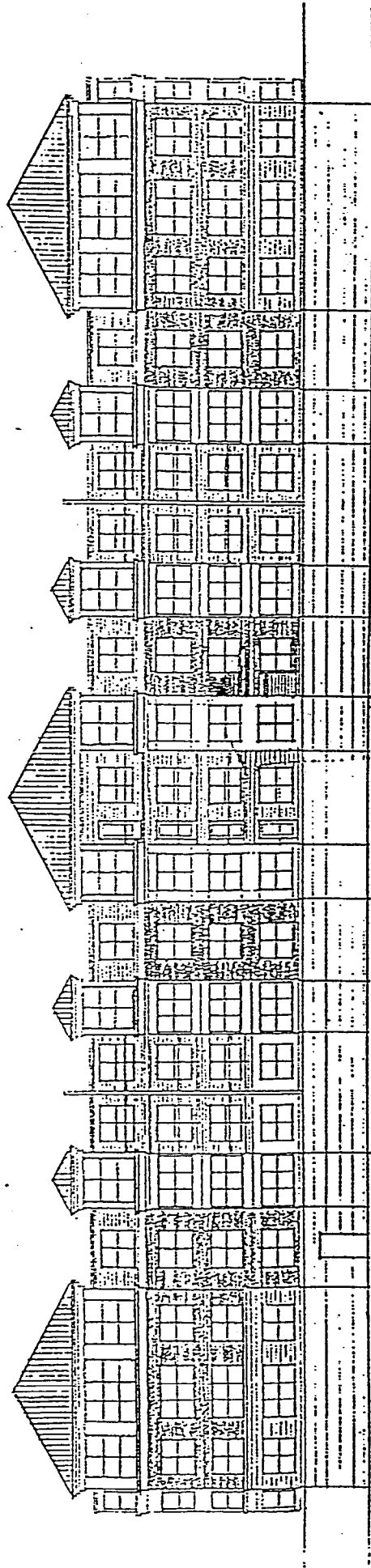
NOT TO SCALE
APRIL 2001



PROPOSED PARTIAL SITE PLAN APRIL 2001
 ARCHITECTS MICHAEL NAPIER & COMPANY

BARRINGTON NORTH DEVELOPMENT LANDS - BARRINGTON STREET, HALIFAX.
 MULTI-UNIT BUILDING PORTION

Schedule G



BARRINGTON NORTH DEVELOPMENT LANDS - BARRINGTON STREET, HALIFAX
 MULTI-UNIT BUILDING PORTION PROPOSED ON UNIT BUILDING
 EAST ELEVATION (HARBOUR SIDE.) ARCHITECTS MICHAEL HAPIER & COMPANY

NTS

APRIL 2001

GBRF DEVELOPMENTS LIMITED

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

A municipal body corporate,
(hereinafter called the
"Halifax Regional Municipality")

OF THE SECOND PART

DEVELOPMENT AGREEMENT
