



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

Item No.
Halifax and West Community Council
February 28, 2017

TO: Chair and Members of Halifax and West Community Council

SUBMITTED BY: **Original Signed**

Bob Bjerke, Chief Planner and Director of Planning and Development

DATE: January 11, 2017

SUBJECT: **Case 20375: Substantive Amendments to Development Agreement
Rockingham South, Halifax**

ORIGIN

Application by WM Fares Group, on behalf of Rockingham South Ltd., to amend the existing Stage I development agreement for Rockingham South to remove a condition regarding phasing.

LEGISLATIVE AUTHORITY

Refer to Attachment E.

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Give notice of motion to consider the proposed Stage I amending development agreement, as set out in Attachment A of this report, and schedule a public hearing;
2. Approve the proposed Stage I amending development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, which is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

WM Fares Group, on behalf of Rockingham South Limited, is applying to make substantive amendments to an existing Stage I development agreement for the Rockingham South development located in the Rockingham area of Halifax. The purpose of the amendments is to remove Section 3.4.6, which restricts the approval of a Stage II development agreement for Phase 4 until 75% of the occupancy permits for the total number of residential units within Phases 1 through 3 have been issued.

Pursuant to the existing Stage I development agreement, these requested amendments are substantive in nature and require Council to hold a public hearing before making a decision on the matter.

Subject Site	The subject lands are located in the Rockingham neighbourhood of the community of Halifax. The Stage I development agreement site is divided into four phases.
Location	East of Dunbrack Street, South of Kearney Lake Road, West of the Bedford Highway
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 1)	Residential Environments under the Halifax Municipal Planning Strategy (MPS)
Zoning (Map 2)	Schedule K under the Halifax Mainland Land Use By-law (LUB)
Size of Site	Approximately 22.26 hectares for the entire Stage I development agreement area, and approximately 4.55 hectares for the Phase 4 area.
Street Frontage	The subject lands making up the entire Stage I development agreement area have frontage on Dunbrack Street, Wentworth Drive, Ruth Goldbloom Drive, Knightsridge Drive, Elizabeth Ritchie Crescent, and Theresa McNeil Grove. The Phase 4 lands have frontage on both Dunbrack Street and Wentworth Drive.
Current Land Use(s)	Phases 1-3 of the Stage I development agreement area are currently undergoing development with low-density, medium density, and high-density residential uses, as well as commercial uses and community facility uses. Phase 4 is vacant.
Surrounding Use(s)	Mostly low density residential, but some medium and high-density residential, as well as commercial and open space uses (Tremont Plateau Park).

Existing Stage I Development Agreement – Rockingham South Subdivision (Case No. 17002)

On March 18, 2013, Halifax and West Community Council approved a Stage I development agreement (Attachment B) to allow for the planning and design of a mixed use development on the Rockingham South land holdings. The Stage I Agreement called for the Rockingham South area to be developed through four phases, each of which would be enabled under its own separate Stage II development agreement.

During the consideration of the Stage I development agreement application, concerns were raised as to the existing capacities of the sanitary and storm sewer systems, and if they were sufficient to service the entire development. In response to these sanitary and storm sewer capacity concerns, a restriction was included on the approval of a Stage II development agreement for the last phase of the development (Phase 4) to allow time for Halifax Water to complete a comprehensive servicing capacity analysis for the area. This restriction was contained within Section 3.4.6 of the Stage I development agreement:

3.4.6 Further to Sections 3.4.4 and 3.4.5 of this Agreement, no Stage II Development Agreement shall be considered by the Municipality for Phase 4 until 75% of the occupancy permits for the total number of residential units within Phase 1, Phase 2, and Phase 3, in association with the applicable Stage II Agreement, have been issued.

Enabling Policy and LUB Context

Rockingham South, outlined on Map 2, was approved pursuant Policies 2.1 and 2.1.2 of City Wide Policies and Implementation Policies 3.3 and 3.3.1 of the Halifax Municipal Planning Strategy (MPS) related to Schedule K. These policies enabled Community Council to consider a mixed use development on vacant lands located in Mainland North through comprehensive development in the form of a Stage I and Stage II development agreements.¹ They are also relevant to the substantive amendments request outlined in this report.

The Stage I development agreement provides a concept and primary design for development and includes high level details related to such elements as: street layouts, types of land uses, and scale of buildings. The Stage II development agreement requires detailed plans to address specifics matters, including the location and design of buildings.

Attachment C contains a copy of the applicable policies from the MPS and Attachment D contains the Schedule K provisions from the Halifax Mainland Land Use By-law (LUB).

Clarification on the Planning Process

As noted, land development in a Schedule K area has been regulated through Stage I and Stage II development agreements. The *HRM Charter* sets conditions by which a Municipality may enter into or amend a development agreement. Due to approval processes stipulated both within the MPS as well as the *HRM Charter*, a public hearing is required to amend the Stage I Agreement.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of engagement was information sharing, achieved through providing information through the HRM website, signage posted on the subject site, and information postcards mailed to property owners within the notification area.

A public hearing must be held by Halifax and West Community Council before they can consider approval of the proposed Stage I amending development agreement. Should Halifax and West Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposal will potentially impact local residents and property owners.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS.

Proposed Amending Stage I Development Agreement

Attachment A contains the proposed Stage I amending development agreement for Rockingham South. The proposed amending development agreement repeals Section 3.4.6 from the existing Stage I development agreement, thus allowing Council to consider a Stage II development agreement for Phase 4 without the need for a certain occupancy threshold to be reached in Phases 1-3. Phase 4 would thus be allowed to be developed concurrently with Phases 1-3.

¹ Stage II Development Agreements have been approved for Phases 1-3, but not for Phase 4.

Rationale for Lifting Restriction

It was originally anticipated that the entire Rockingham South development would take 10 to 15 years to complete and therefore the project was divided up into four phases. It is now expected that the timeframe for completion of the entire development will be less than 10 years. Stage II development agreements for Phases 1-3 have already been approved by Halifax and West Community Council, and development on these lands is now well underway. Furthermore, all infrastructure required to service full buildout of the subdivision has been constructed and taken over by the Municipality.

Since the approval of the Stage I development agreement, it has also been confirmed through the Mainland Halifax North – Bedford Corridor Transportation and Wastewater Servicing Strategy (Corridor Servicing Study) and through detailed design for the Rockingham South subdivision that there is sufficient capacity downstream for sanitary and storm sewers and no offsite upgrades are required. Therefore, staff advise that the restriction on the consideration of a Stage II development agreement for Phase 4 is no longer necessary.

Conclusion

Staff has reviewed the proposal relative to all relevant policies and advise that it is consistent with the intent of the MPS. It has been confirmed that the existing infrastructure can service all phases of development on this site, and as such development of the fourth and final phase can proceed. It is therefore recommended that the proposed Stage I amending development agreement be approved.

FINANCIAL IMPLICATIONS

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

RISK CONSIDERATION

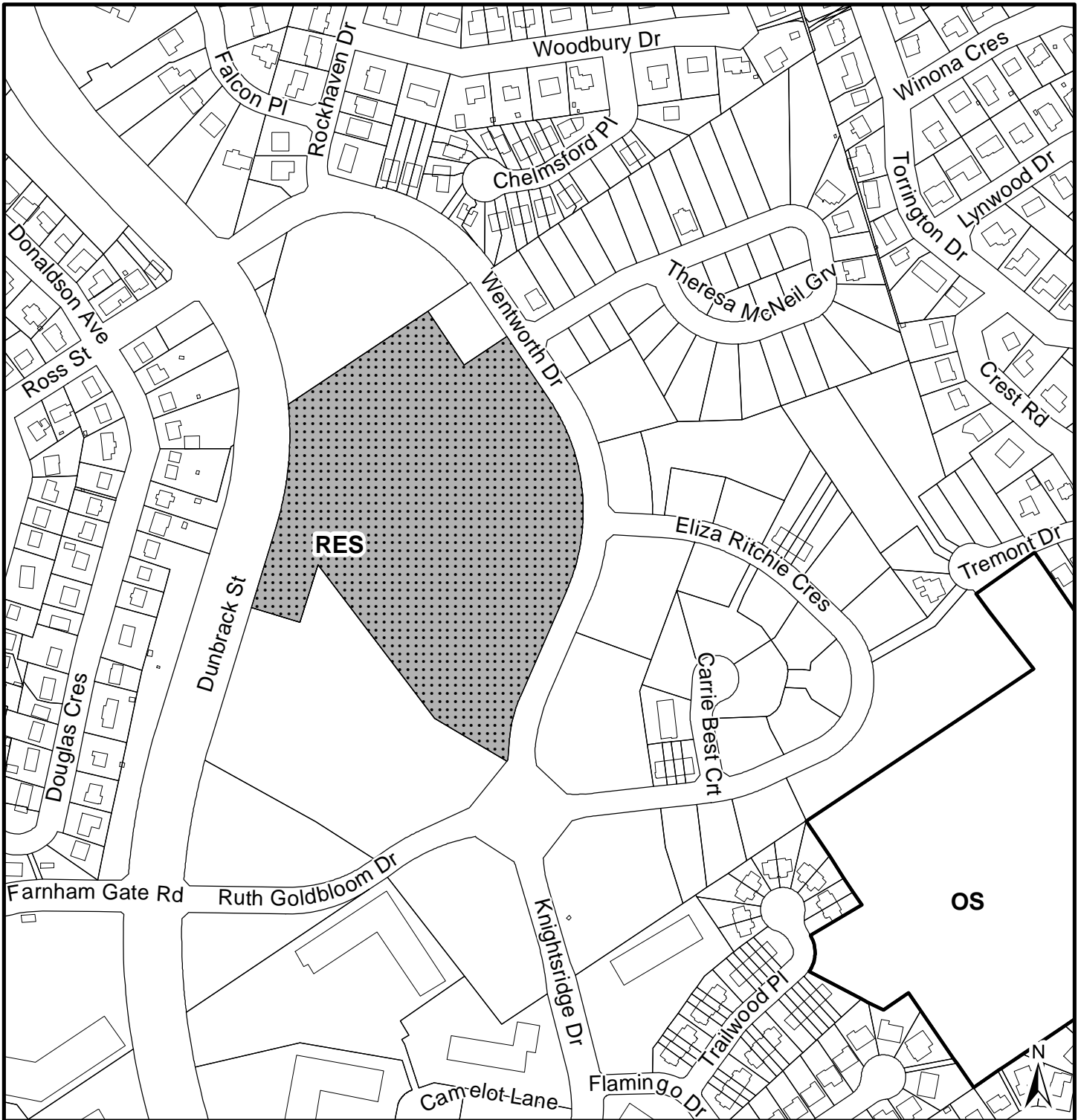
There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the Nova Scotia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

ENVIRONMENTAL IMPLICATIONS

No environmental implications have been identified.


ALTERNATIVES

1. Halifax and West Community Council may choose to approve the proposed amendments to the Stage I development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing.
2. Halifax and West Community Council may choose to refuse the proposed amendments to the Stage I development agreement, and in doing so, must provide reasons why it does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed Stage I



Map 1: Generalized Future Land Use

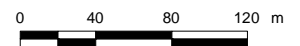
PID 41407222,
Rockingham South

 DA Phase 4 (Subject Site)

Designation

RES Residential Environments
OS Major Community Open Spaces

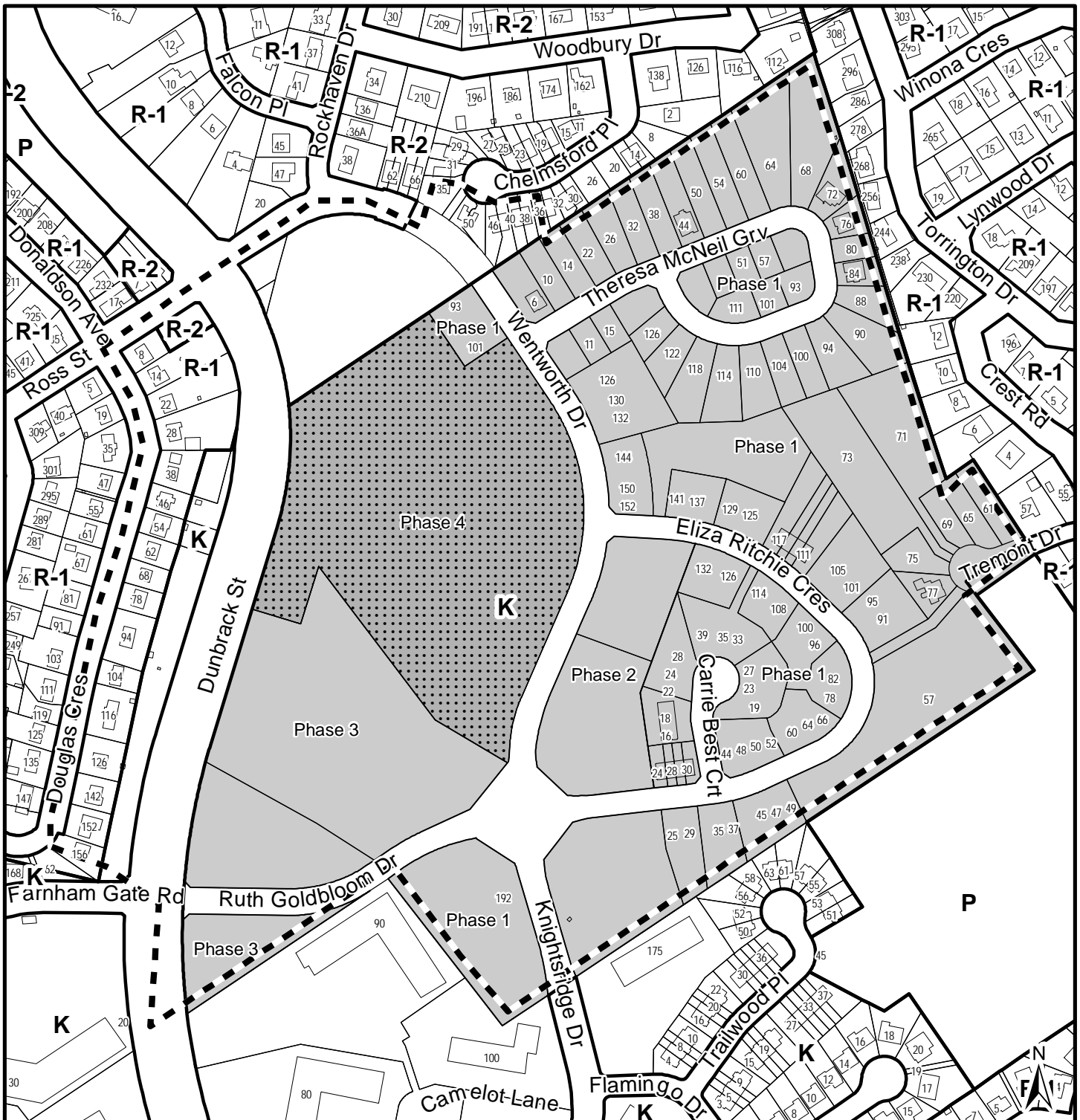
HALIFAX



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




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

Halifax Mainland
Land Use By-Law Area

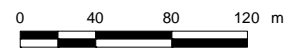


Map 2: Zoning and Development Agreements (DA)

PID 41407222,
Rockingham South

-  DA Phase 4 (Subject Site)
-  DA Phases 1 - 3
-  Area of Notification

- Zone**
- R-1 Single Family
 - R-2 Two Family Dwelling
 - K Schedule K
 - P Park and Institutional



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

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

Halifax Mainland
Land Use By-Law Area

ATTACHMENT A

Proposed Stage I Amending Development Agreement

THIS FIRST STAGE I AMENDING DEVELOPMENT AGREEMENT made this day of
[Insert Month], 20__,

BETWEEN:

[INSERT NAME OF CORPORATION/BUSINESS LTD.]

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands having frontage on both Dunbrack Street and Wentworth Drive, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Halifax and West Community Council for the Municipality approved an application (Municipal Case Number 17002) to enter into a Stage I Development Agreement to allow for the planning and design of a mixed use development on the Lands, which Development Agreement was registered at the Halifax County Land Registration Office on May 22, 2013, as Document Number 103058039 (hereinafter called the "Existing Stage I Agreement");

AND WHEREAS the Developer has requested an amendment to the Existing Stage I Agreement to remove the requirement that a 75% residential occupancy threshold be met in Phases 1 to 3 prior to the Municipality considering a Stage II Development Agreement for Phase 4;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on [Insert - Date], referenced as Municipal Case Number 20375;

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

1. The Existing Stage I Agreement is amended by repealing Section 3.4.6.
2. All other terms and conditions of the Existing Stage I Agreement shall remain in full force and effect.
3. This First Stage I Amending Development 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 are the subject of this Agreement until this Agreement is discharged by Council.

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in
the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

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Form 24

Purpose: To change the registered interest, benefits or burdens

(Instrument code: 450)

(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register.)

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register.)

Registration district:	Halifax
Submitter's user number:	1730
Submitter's name:	Elias Metlej/McInnes Cooper

For Office Use
 HALIFAX COUNTY LAND REGISTRATION OFFICE
 I certify that this document was registered or recorded as shown here.
 Kim MacKay, Registrar

In the matter of Parcel Identification Number (PID)

PID: 292722	PID: 292730	PID:
PID:	PID:	PID:

103058039
 Document #
 MAY 22 2013
 LRM RODD
 11:59 am
 MM DD YYYY

(Expand box for additional PIDs, maximum 9 PIDs per form)

The following additional forms are being submitted simultaneously with this form and relate to the attached document: (check appropriate boxes, if applicable)

- Form 24(s)
- Form 8A(s)

Additional information: (check appropriate boxes, if applicable.)

- This Form 24 creates or is part of a subdivision or consolidation.
- This Form 24 is a municipal or provincial street or road transfer.
- This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.
- This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "flip-side" parcel is already identified in the LR parcel register and no further forms are required.

Power of attorney (Note: completion of this section is mandatory)

- 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

OR

No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register[(s)], as set out below.

The following burdens are to be added and/or removed in the parcel register[(s)]:
(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

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 (eg., estate of, executor, trustee, personal representative) (if applicable)	Halifax Regional Municipality Party to Agreement
Mailing address of interest holder to be added (if applicable)	P.O. Box 1749 Halifax, NS 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, in my professional opinion, it is appropriate to make the changes to the parcel register as instructed on this form.

Dated at Halifax, in the County of Halifax, Province of Nova Scotia, on May 6, 2013

Original Signed

Signature of authorized lawyer

Name Original Signed

Address

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 STAGE I DEVELOPMENT AGREEMENT made this th 10 day of May, 2013,
**Approved as to Form
and Authority
Original
Signed**
Solicitor

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 69 Tremont Drive, Halifax and PID 00292722, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for the planning and design of a mixed use development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter*, Implementation Policy 3.3 of the Halifax Municipal Planning Strategy, and Section 68 of the Halifax Mainland Land Use By-law;

AND WHEREAS Halifax and West Community Council for the Municipality approved this request at a meeting held on March 18th, 2013, referenced as Municipal Case Number 17002;

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

Original Signed

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 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 Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

1.4.1 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.

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement 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 laws, by-laws, regulations and codes applicable to the Lands.

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: DEFINITIONS

2.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

3.1.1 The Developer shall not develop or use the Lands for any purpose other than a mixed use development including residential, commercial, community facility, and open space and conservation uses, which in the opinion of the Development Officer is in conformance with the following Schedules attached to this Agreement:

Schedule A	Legal Description of the Lands
Schedule B	Stage I Subdivision Plan
Schedule C	Concept Plan (Proposed Land Use)

3.1.2 The Parties agree that Schedule C of this Agreement contains the proposed concept plan for the development of the Lands, and further agree that the aforementioned concept plan shall form the basis for negotiation and approval of any Stage II Development Agreement.

3.1.3 Development permits shall only be granted for the Lands after approval of Stage II Development Agreements for the associated phase by Halifax and West Community Council and registration of the Stage II Development Agreements.

3.2 General Description of Land Use

3.2.1 The uses of the Lands permitted by this Agreement are:

- (a) Single unit dwellings;
- (b) Two unit dwellings;
- (c) Townhouse dwellings;
- (d) Multiple unit dwellings;
- (e) Local business uses as permitted under the C-1 (Local Business) Zone of the Land Use By-law for Halifax Mainland;
- (f) Minor commercial uses as permitted under the C-2A (Minor Commercial) Zone of the Land Use By-law for Halifax Mainland;
- (g) Community facility uses;
- (h) Open space uses; and
- (i) Accessory uses to the foregoing.

3.2.2 The development shall be comprised of a mix of residential dwelling types as shown on Schedule C of this Agreement. No more than 828 multiple unit residential dwelling units shall be permitted within the development.

3.3 Requirements Prior to Approval

3.3.1 Development on the Lands shall be subject to a Stage II Development Agreement.

3.3.2 Prior to the consideration of any Stage II Development Agreement the Developer shall:

- (a) Provide to the Development Officer, a copy of a wetland alteration permit(s) from Nova Scotia Environment regarding the construction of Road A as shown on Schedule C;
- (b) Obtain subdivision approval from the Municipality to subdivide the Lands pursuant to Sections 3.6.1 and 3.6.2 and Schedule B of this Agreement and the Regional Subdivision By-law as amended from time to time; and
- (c) Submit a Concept Plan for the whole development meeting the requirements of the Regional Subdivision By-law, as amended from time to time.

3.3.3 Site preparation, including grubbing, for each phase or portion thereof shall not occur until a Stage II Development Agreement has been approved and registered for that phase.

3.3.4 Notwithstanding Section 3.3.3 of this Agreement, site work, including clearing or grubbing that is associated with development of municipal streets, may occur within Phases 2, 3 and 4 prior to the approval and registration of the Stage II Development Agreements for those phases, as long as the Stage II Development Agreement for Phase 1 has been approved and registered.

3.4 Phasing

3.4.1 The development shall be developed in 4 phases as shown on Schedule C of this Agreement. Townhouse blocks may be substituted with two unit dwellings as long as the substitution does not increase the total number of driveways, pursuant to clauses 3.7.9 (f) to 3.7.9 (h).

3.4.2 The first phase of the development shall include a Stage II Development Agreement for the Lands within Phase 1, as shown on Schedule C, which shall address:

- (a) Final Subdivision Design of Block 1 on Schedule B;
- (b) Final Design and Construction of all public streets for the development;
- (c) Detailed provisions for land use, pursuant to the allocated residential density in Section 3.8 of this Agreement;
- (d) Detailed design of multiple unit buildings on parcels MU-3 and MU-4;
- (e) All primary and secondary services associated with the Development of Phase 1, including any upgrades to the transportation and wastewater systems as determined by the Municipality;
- (f) The conveyance of parkland adjacent to the existing Tremont Plateau Park to the Municipality in accordance with Section 3.11 of this Agreement;
- (g) The conveyance or the subdivision of wetland W-2, subject to Section 3.12 of this Agreement;
- (h) The development of all the Gateway Signs associated with the development;

- (i) The completion of Wentworth Street, including any required servicing extension or upgrade to provide connection from Dunbrack Street to the northern portion of the development;
- (j) The location of lots and units to be used for local business uses pursuant to Sections 3.9.1 and 3.9.2 of this Agreement;
- (k) The location of lots and units to be used for community facility uses pursuant 3.10 of this Agreement; and
- (l) The construction of a walkway and service corridor connecting Tremont Drive to the Development.

3.4.3 The second phase of the development shall include a Stage II Development Agreement for the Lands within Phase 2, as shown on Schedule C, which shall address:

- (a) The Final Subdivision of Block 2 on Schedule B;
- (b) Detailed provisions for land use, pursuant to the allocated residential density in Section 3.8 of this Agreement;
- (c) Detailed design of the multiple unit building on parcels MU-5 and MU-6;
- (d) The location of units to be used for local business uses pursuant to Sections 3.9.1 and 3.9.2 of this Agreement;
- (e) The location of lots and units to be used for community facility uses pursuant 3.10 of this Agreement; and
- (f) All primary and secondary services associated with the Development of Phase 2, including any upgrades to the transportation and wastewater systems as determined by the Municipality.

3.4.4 The third phase of the development shall include a Stage II Development Agreement for the Lands within Phase 3, as shown on Schedule C, which shall address:

- (a) The Final Subdivision of Blocks 4 and 5 as shown on Schedule B;
- (b) Detailed design of the commercial buildings on parcels COM-1 and COM-2, including the types of minor commercial uses to be permitted in each building;
- (c) Detailed provisions for land use, pursuant to the allocated residential density in Section 3.8 of this Agreement;
- (d) Detailed design of the multiple unit building on parcel MU-7;
- (e) The location of units to be used for local business uses pursuant to Sections 3.9.1 and 3.9.2 of this Agreement;
- (f) The location of lots and units to be used for community facility uses pursuant 3.10 of this Agreement;
- (g) The conveyance or the subdivision of wetland W-1 subject to Section 3.12 of this Agreement; and
- (h) All primary and secondary services associated with the Development of Phase 3 including any upgrades to the transportation and wastewater systems as determined by the Municipality.

3.4.5 The fourth phase of the development shall include a Stage II Development Agreement for the Lands within Phase 4, as shown on Schedule C, which shall address:

- (a) The Final Subdivision of Block 3 as shown on Schedule B;
- (b) Detailed provisions for land use, pursuant to the allocated residential density in Section 3.8 of this Agreement;
- (c) Detailed design of the multiple unit building on parcels MU-1, MU-2, MU-8 and MU-9;
- (d) The location of units to be used for local business uses pursuant to Sections 3.9.1 and 3.9.2 of this Agreement;
- (e) The location of lots and units to be used for community facility uses pursuant 3.10 of this Agreement; and
- (f) All primary and secondary services associated with the Development of Phase 4, including any upgrades to the transportation and wastewater systems as determined by the Municipality;
- (g) The conveyance or the subdivision of wetland W-1 subject to Section 3.12 of this Agreement; and
- (h) All applicable recommendations of the Mainland Halifax North – Bedford Corridor Transportation and Wastewater Servicing Strategy (Corridor Servicing Study).

3.4.6 Further to Sections 3.4.4 and 3.4.5 of this Agreement, no Stage II Development Agreement shall be considered by the Municipality for Phase 4 until 75% of the occupancy permits for the total number of residential units within Phase 1, Phase 2, and Phase 3, in association with the applicable Stage II Agreement, have been issued.

3.4.7 Prior to construction of any phase or portion thereof, a Municipal Service Agreement must be signed in accordance with the Regional Subdivision By-Law and the applicable Stage I and Stage II Development Agreements and any subsequent amendments.

3.5 Stage II Development Agreements

3.5.1 In addition to the information required by Section 68 of the Halifax Mainland Land Use By-law, the following information shall be submitted with any application for a Stage II Development Agreement:

- (a) Density tracking calculation table; and
- (b) Proposed Subdivision Plans which comply with requirements of Section 87 of the Regional Subdivision By-law and also show the following information:
 - (i) Municipal services including but not limited to schematic plans for sanitary sewer, storm sewer and water supply;
 - (ii) Required easements (including location, size and purpose);
 - (iii) Utilities (including but not limited to power, gas, propane, lighting); and
 - (iv) Street designs.

3.5.2 Further to Section 3.5.1 of this Agreement, the following information shall be submitted with any application for a Stage II Development Agreement for those portions of the development that include multiple unit buildings and townhouse developments:

- (a) Vehicular access and egress points, parking area layout, number of parking spaces and driveway locations;
- (b) Site plans showing building footprints, lot coverage, setbacks, and land use buffers with their dimensions and specifications, including decks, stairs and accessory structures;
- (c) Proposed building plans and elevations, showing exterior appearance of the building including signage, architectural detailing and all construction materials;
- (d) Provision and identification of useable amenity areas, as well as features, facilities and site furnishings;
- (e) Landscaping plans including, construction details, planting details and specifications, as well as plant lists including common and botanical names and quantities;
- (f) Location and treatment of loading or service areas, mechanical units, fuel storage tanks, air conditioning units, refuse and recyclable storage facilities and utility supply facilities;
- (g) Location of bicycle access routes and bicycle parking;
- (h) Site disturbance plan and preliminary grading plan; and
- (i) Environmental protection information, including preliminary site drainage plan, preliminary erosion and sediment control plans and preliminary stormwater management plans.

3.5.3 As part of the review process for Stage II development agreements, any proposal that may impact a watercourse or wetland will be sent to the Watershed Advisory Board for the planning district and Nova Scotia Environment for their review and recommendations.

3.5.4 Further to subsection 3.5.2 (e) all landscaping plans shall include a tree planting program that reflects the objectives of the HRM Urban Forest Master Plan and shall be submitted to the Urban Forester of the Municipality for review and recommendation.

3.6 Subdivision of the Lands

3.6.1 The Development Officer shall grant subdivision approval for five (5) Blocks as shown on Schedule B and provided that all applicable sections of the Regional Subdivision By-law have been met.

3.6.2 Notwithstanding Section 3.6.1, frontage along a public street shall not be required for the subdivision approval of the five (5) Blocks as shown on Schedule B.

3.6.3 Further subdivision approval for each Block shall be subject to the terms of this Agreement, the approval of a Stage II Development Agreement for the associated phase and the requirements of the Regional Subdivision By-law.

3.6.4 Parkland dedication for new lots will only be sought during the subdivision to be considered in the Stage II Development Agreement referenced in Section 3.6.3 of this Agreement.

3.7 Land Use Controls

- 3.7.1 The Development of Single Unit Dwellings, Two Unit Dwellings and Townhouse Dwellings as determined through a Stage II Development Agreement shall conform with the provisions of the R-1 Zone, R-2 Zone and R-2T Zone of the Land Use By-law for Halifax Mainland for single unit dwellings, two unit dwellings and townhouse dwellings respectively.
- 3.7.2 Notwithstanding Section 3.7.1 of this Agreement, lot frontage for single unit dwellings may be reduced to 12.19-meters (40 feet).
- 3.7.3 Further to Section 3.7.2 of this Agreement, the lot frontage requirements for a maximum of two (2) lots with frontage along Tremont Drive, may be further reduced to 6.1 metres (20.01 feet).
- 3.7.4 Notwithstanding Section 3.7.1 of this Agreement, projections, such as, but not limited to stairs, balconies, and bay windows shall be permitted into the required front yard setback no more than 1.52 metres (5 feet).
- 3.7.5 Notwithstanding Section 3.7.1 of this Agreement the maximum height for single unit dwellings, two unit dwellings and townhouse dwellings shall be measured from the average grade surrounding the building to the building eaves.
- 3.7.6 Notwithstanding Section 3.7.1 of this Agreement the side yard setback for single unit dwellings, two unit dwellings and townhouse dwellings may be reduced to four feet on one side of each dwelling provided that a minimum distance of 3.66 metres (12 feet) is maintained between main buildings.
- 3.7.7 Further to Section 14QA of the Land Use By-law for Halifax Mainland, which requires a 20 metre (65.62 feet) setback from any watercourse, no building or structure shall be located within 10 metres (32.81 feet) of a wetland, as determined by Nova Scotia Environment.
- 3.7.8 No more than two (2) driveways shall be permitted along the portion of Wentworth Street to be constructed as part of this Agreement as shown on Schedule C of this Agreement. Both driveways shall be constructed to provide commercial access.
- 3.7.9 Further to Section 3.7.1 of this Agreement, the development of townhouse dwellings as determined through a Stage II Development Agreement shall generally conform with the following:
- (a) Blocks of townhouses shall be designed to ensure variation along the street. The same front facade and elevation, roofline, materials or colours should not be repeated within adjacent blocks of townhouses;
 - (b) Each block of townhouses shall create the impression of distinct individual units through the use of building wall offsets, varied rooflines, and the use of different colours, materials or windows;

- (c) Blank end walls shall be avoided by means such as, but not limited to, the locating of windows, or architectural detailing;
- (d) Where a publicly-viewed facade includes a peaked roof, detail shall be provided between the top of the windows and the peak of the roof. Such detail could include, but is not limited to shingles, louvers, a window or exposed rafters;
- (e) Private exterior space, such as porches, balconies, patios or roof terraces, shall be provided for each individual unit;
- (f) Driveways shall be paired where possible. Landscaping shall be provided to break up individual driveways where pairing cannot be achieved;
- (g) Townhouses located on Road B will be limited to one driveway per townhouse block. Driveways shall be shared between two or more Blocks where possible;
- (h) Notwithstanding subsection (g), townhouses located on the southern side of the northern portion of Road B, as shown on the site plan, may have one driveway per townhouse unit, however driveways must be paired; and
- (i) The front yard setback may be reduced to 3.05 metres (10 feet), where parking areas are located in the rear yard.

3.7.10 The Development of Multiple Unit Dwellings as determined through a Stage II Development Agreement shall conform to the following:

Height, Facades and Articulation

- (a) The maximum height of the building shall not exceed seven (7) storeys above average grade, not including mechanical equipment, penthouses or enclosed amenity space. The total height of the building shall not exceed 29 meters (95.14 feet).
- (b) For buildings along Wentworth Street and Knightsridge Drive, the main facade and entrance shall be oriented to the street or to the driveway, if the driveway functions as a street.
- (c) For buildings along Wentworth Street and Knightsridge Drive townhouse style units shall be incorporated into the base of the building, so that each unit at the ground level will have its own individual pedestrian access directly from the street.
- (d) Street facing facades shall have the highest design quality; however, all publicly viewed facades shall have a consistent and high quality design expression.
- (e) Buildings over four (4) storeys shall be designed to have a lower, a middle and an upper portion through the use of setbacks, extrusions, textures, materials, detailing and other means;
- (f) Building shall avoid long, uninterrupted blank walls. Building walls over 20 meters (65.62 feet) in width shall be articulated with projections, recesses, changes in material and colour or a combination thereof.

Entrances, Doors and Windows

- (g) All main entrances to the building shall be emphasized by detailing, changes in materials, and other architectural devices. Such details may include a change in height, roofline or massing, projection of the entrance, or the use of architectural devices such as lintels, columns, porticos, overhangs, corner boards, or fascia boards.
- (h) All main entrances to the building shall be covered with a canopy, awning, recess or

- similar device to provide pedestrian weather protection.
- (i) Service and delivery entrances shall be integrated into the design of the building and shall not be a predominate feature.
- (j) Windows and doors shall complement the architectural design of the building.

Roofs

- (k) All rooftop mechanical equipment shall be screened from view by integrating it into the architectural design of the building.
- (l) Flat roofs or roofs with less than 5-in-12 pitch shall be given special consideration with regard to the integration of the roof with the building architecture.
- (m) Where exposed roof surface areas are large, design elements shall be incorporated to break down perceived proportion, scale and massing of the roof to create human-scaled surfaces. Such design elements could include dormers, gables, cross gables, varying planes or other elements.

3.7.11 The Development of the Commercial Buildings located along Dunbrack Street as determined through a Stage II Development Agreement shall conform to the following:

Height, Facades and Articulation

- (a) The maximum height of the building shall not exceed four (4) storeys above average grade.
- (b) The main facade shall be oriented to the principle street.
- (c) Street facing facades shall have the highest design quality; however, all facades shall have a consistent and high quality design expression.
- (d) Building shall avoid long, uninterrupted blank walls. Building walls over 20 meters (65.62 feet) in width shall be articulated with projections, recesses, changes in material and colour or a combination thereof.
- (e) All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements should be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- (f) Unpainted or unstained wood (including pressure treated wood) shall not be used as a building material for permanent decks, balconies, railings and other similar architectural embellishments.

Entrances, Doors and Windows

- (g) All main entrances to the building shall be emphasized by detailing, changes in materials, and other architectural devices. Such details may include a change in height, roofline or massing, projection of the entrance, or the use of architectural devices such as lintels, columns, porticos, overhangs, cornerboards, or fascia boards.
- (h) All main entrances to the building shall be covered with a canopy, awning, recess or similar device to provide pedestrian weather protection.
- (i) Service or delivery entrances shall be integrated into the design of the building and shall not be a predominate feature.
- (j) Windows and doors shall complement the architectural design of the building.

Roofs

- (k) All rooftop mechanical equipment shall be screened from view by integrating it into the architectural design of the building.
- (l) Flat roofs or roofs with less than 5-in-12 pitch shall be given special consideration with regard to the integration of the roof with the building architecture.
- (m) Where exposed roof surface areas are large, design elements shall be incorporated to break down perceived proportion, scale and massing of the roof to create human-scaled surfaces. Such design elements could include dormers, gables, cross gables, varying planes or other elements.

3.7.12 Building materials throughout the development should be chosen for their functional and aesthetic quality, and exterior finishes should exhibit quality of workmanship, sustainability and ease of maintenance. When considering a Stage II Development Agreement, Council shall have regard for the following:

- (a) Permitted building cladding shall include, but shall not be limited to, natural stone, brick, manufactured stone (masonry application), split-faced concrete block masonry, cement based stucco system, prefinished metal, aluminum shingles, wood shingles, wood siding, glass and the limited use of cement-board siding. Vinyl siding shall only be permitted for single unit dwellings and two unit dwellings;
- (b) The scale of the material should be consistent with the scale of the building;
- (c) A minimum of two major exterior cladding materials, excluding fenestration, are required for any publicly-viewed facade. The proportions of each material shall be sensitively designed. The use of two discernible colours or two discernible textures of the same material are acceptable as meeting this requirement;
- (d) Materials used for the main facade shall be carried around the building where other facades are publicly viewed; and
- (e) Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1.86 square metres (20 square feet) in total area shall be architecturally detailed, veneered, or mitigated with suitable landscaping.

3.7.13 Accessory buildings for multiple unit buildings, commercial buildings or community facilities shall be designed similar to the principal buildings on the same site.

3.7.14 Where surface parking is provided for more than four (4) vehicles;

- (a) Parking lots shall, where possible, be located out of the public view from Dunbrack Street, Wentworth Street and Knightsridge Drive;
- (b) Parking shall be broken up into moderately sized lots, with a maximum of forty (40) parking spaces per lot.
- (c) Parking lots shall be designed to include internal landscaping or hardscaping on islands at the ends of each parking aisle, clearly marked pedestrian access and paths, pedestrian-oriented lighting, and be concealed with low maintenance landscaped buffers or other mitigating design measures.
- (d) Parking shall be designed according to the principles of CPTED (Community Protection Through Environmental Design); and

(e) Parking spaces shall be at least 2.74 metres (9 feet) x 6.01 metres (20 feet) in size.

3.7.15 Where service, storage, utility or loading areas are required for multiple unit dwellings, commercial or institutional uses, they shall be screened from the public view and nearby residential uses. If these areas must be in the public view, they shall include high quality materials and features that can include continuous paving treatments, landscaping and well-designed doors and entries.

3.7.16 Community signs containing the community name shall be located as shown on Schedule C and shall be designed at a scale that is complementary to the surrounding uses as determined through the Stage II Development Agreement for the applicable phase and in conformance with the following:

- (a) No community sign shall be taller than 3.05 meters (10 feet) in height, nor 3.72 square meters (40 square feet) in sign area;
- (b) Community signs shall be constructed of materials such as wood, stone or metal; and
- (c) Illumination of the signs shall not be back lit.

3.8 Density

3.8.1 Residential density on the Lands shall not exceed 2,245 persons as calculated by Section 3.8.4 of this Agreement.

3.8.2 Further to Section 3.8.1 of this Agreement, the residential density for each phase shall not exceed the following:

- (a) Phase 1: 732 persons
- (b) Phase 2: 369 persons
- (c) Phase 3: 139 persons
- (d) Phase 4: 1005 persons

3.8.3 Further to Section 3.8.2, residential density may be transferred between phases up to 50 persons, provided that the overall total residential density does not exceed 2,245 persons.

3.8.4 Density is to be calculated by the theoretical population generated on the basis of:

- (a) Single unit dwelling: 3.35 persons;
- (b) Two unit dwelling: 3.35 persons;
- (c) Townhouse dwelling unit: 3.35 persons; and
- (d) Multiple unit dwelling:
 - (i) bachelor: 1 person
 - (ii) 1 bedroom: 2 persons
 - (iii) 2+ bedrooms: 2.25 persons

3.8.5 Where the total persons calculated is not a whole number, the total shall be the next largest whole number.

3.8.6 Density tracking calculations shall be provided by the Developer to the Municipality with each application for a Stage II Development Agreement and to the Development Officer with each application for a permit.

3.9 Commercial Uses

3.9.1 Local business uses permitted under the C-1 (Local Business) Zone of the Land Use By-law for Halifax Mainland shall be permitted in the ground level units of the proposed multiple unit dwellings throughout the development and within townhouse units located along Wentworth Street.

3.9.2 The total gross floor area of local business uses shall not exceed 4,282 square metres (46,091.06 square feet) throughout the development.

3.9.3 Minor commercial uses permitted under the C-2A (Minor Commercial) Zone of the Land Use By-law for Halifax Mainland shall only be permitted in the commercially designated area along Dunbrack Street as shown on Schedule C.

3.9.4 In addition to Section 3.9.2 of this Agreement, the total gross floor area of the minor commercial uses permitted in Section 3.9.3 of this Agreement shall not exceed 2,350 square metres (29,295.19 square feet).

3.10 Community Facility Uses

3.10.1 Community facility uses shall be permitted in the ground level units of the proposed multiple unit dwellings throughout the development and within townhouse units located along Wentworth Street.

3.10.2 The total gross floor area of community facility uses shall not exceed 1,858.06 square metres (20,000 square feet) throughout the development.

3.11 Park Dedication

3.11.1 The Developer shall provide park dedication in the form of land and equivalent value pursuant to the requirements of the Regional Subdivision By-law.

3.11.2 As part of the park dedication to be required in Phase 1, the Developer shall convey 2.34 acres of land adjacent to Tremont Plateau Park as shown on Schedule C, to serve as the main entrance for Tremont Plateau Park. Detailed design of the parkland shall be determined through the Stage II Development Agreement for Phase 1 and shall be subject to the following:

- (a) The proposed parkland shall meet the definition of "usable land" as found in the HRM Regional Subdivision By-Law;
- (b) The area of land fronting Road B shall be capable of accommodating two (2) commercial driveway accesses;

- (c) Road B, which provides access to the parkland, shall be developed to include on-street parking for at least one side of the street and sidewalks on both sides of the street;
- (d) The land shall be free of encumbrances pursuant to the requirements of the HRM Regional Subdivision By-law;
- (e) The proposed parkland shall be designed according to the principles of CPTED (Community Protection Through Environmental Design);
- (f) At least 116 metres (350.58 feet) of frontage shall be provided along Road B; and
- (g) A parking lot to serve Tremont Plateau Park shall be incorporated into the design of the parkland.

3.12 Wetlands

Prior to the approval of the Stage II Development Agreement for Phase 1 and Phase 3, the wetland parcel associated with each phase must either be:

- (a) Incorporated into the design of individual lot(s); or,
- (b) Donated to a conservation agency, which will be responsible for the maintenance and upkeep of the parcel.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction shall satisfy HRM Municipal Design Guidelines, unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

4.2 Off-Site Disturbance

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.3 Streets

- 4.3.1 The street network shall be developed as generally shown on Schedule C. All street construction shall satisfy Municipal Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the street network as identified in Schedule C, provided the modifications serve to maintain or enhance the intent of this Agreement.

4.4 Municipal Services

- 4.4.1 The water distribution system shall conform to all design and construction requirements of Halifax Water.
- 4.4.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including sanitary sewer system, water supply system, stormwater sewer and drainage systems, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies, except as provided herein.
- 4.4.3 All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer.

4.5 Solid Waste Facilities

- 4.5.1 All solid waste facilities shall be in accordance with By-law S-600 (Solid Waste Resource Collection and Disposal By-Law) as amended from time to time.
- 4.5.2 All Stage II Development Agreement applications for Multiple Unit dwellings shall be sent to HRM Solid Waste Resources for review.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

- 5.1.1 Prior to the commencement of any site work on the Lands for construction of streets and services, including grade alteration or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared, stamped and certified by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared, stamped and certified by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction. The Erosion and Sedimentation Control Plan shall be provided to the Halifax Watershed Advisory Board for information purposes; and,
 - (c) Submit to the Development Officer a detailed Subdivision Grading Plan prepared, stamped and certified by a Professional Engineer, which shall include an

appropriate stormwater management system. The Subdivision Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction. The Subdivision Grading Plan shall be provided to the Halifax Watershed Advisory Board for information purposes.

5.2 Stormwater Management System

The Developer agrees to construct at his own expense the Stormwater Management System pursuant to Subsection 5.1.1(c) of this Agreement. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.

5.3 Failure to Conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

PART 6: AMENDMENTS

6.1 Substantive Amendments

6.1.1 Amendments to any matters not identified under Section 6.2 of this Agreement shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

6.2 Non-Substantive Amendments

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

- (a) Approvals of any Stage II Development Agreement associated with this development;
- (b) Amendments to any Stage II Development Agreement associated with this development;
- (c) Conveyance of additional Parkland to the Municipality to that required in Section 3.11 of this Agreement, through consultation with the municipal Parkland Planner;
- (d) An increase in the gross floor area of no more than 20 % on the amount of Local Business Uses or Minor Commercial Uses as identified in Section 3.9 of this Agreement;
- (e) An increase in the gross floor area of no more than 20 % on the amount of Community Facility Uses as identified in Section 3.10 of this Agreement;
- (f) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and

- (g) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

7.2 Subsequent Owners

7.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Agreement until this Agreement is discharged by Council.

7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

7.3.1 In the event that the Developer has not entered into a Stage II Development Agreement or construction on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect.

7.3.2 For the purposes of this section, commencement of construction shall mean the pouring of the footings for the foundation of a building or the takeover of a street, whichever happens first.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.2 of this Agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

7.4.1 If the Developer fails to complete the development after fifteen (15) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office 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; or
- (c) discharge this Agreement.

7.4.2 Upon the completion of the whole development or complete phases of the development, 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; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Land Use By-law for Halifax Mainland, as may be amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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 twenty four (24) hours of receiving such a request.

8.2 Failure to Comply

8.2.1 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer fourteen (14) 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 defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands 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 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 the Lands 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 *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

ROCKINGHAM SOUTH LIMITED

Original Signed



Per: _____

Original Signed

(Please Print)

Per: _____

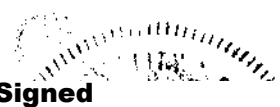
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SIGNED, DELIVERED AND ATTACHED to by the proper signing officers if Halifax Regional Municipality, duly authorized in that behalf, in the presence of

HALIFAX REGIONAL MUNICIPALITY

Original Signed

Original Signed



Per: _____
N

Witness

Per: _____
N

Witness

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 26 day of APRIL, A.D., 2013, before me, the subscriber personally came and appeared ELIAS METLET a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **ROCKINGHAM SOUTH 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~~ PAUL MURPHY

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 13th day of May, A.D., 2013, before me, the subscriber personally came and appeared before me Liam MacSween / Lisa McNeil 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 Mike Savage, its Mayor, and Cathy Mellett, its Municipal Clerk, its duly authorized officers in his presence.

Original Signed

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

QUENTIN HILL
A Commissioner of the
Supreme Court of Nova Scotia

Schedule A

Case 17002

69 Tremont Drive

ALL that certain lot, piece or parcel of land situate, lying and being at Birch Cove in the County of Halifax and Province of Nova Scotia, as shown on 'Location Plan of Maritime Broadcasting Company', filed with the Deed in Book 886, at Page 577 in the Registry of Deeds for Halifax County, more particularly bounded and described as follows:

BEGINNING on the northern boundary line of lands now or formerly known as the 'Burgess Property', at a post and pile of stones set thereon and marking the southwestern angle of lands conveyed by Mary A.E.A. McNeil unto Lydia A. Tanner by Deed bearing date the 3rd of September, 1938;

THENCE to run N 06 degrees 30 minutes E, by the western boundary line of the said lands conveyed by Mary A.E.A. McNeil unto Lydia A. Tanner, as aforesaid, 1065 feet;

THENCE to run S 76 degrees 15 minutes W parallel with the said northern boundary line of the 'Burgess Property' 1670 feet, more or less, unto the northwestern boundary line of lands owned by the Eastern Trust Company;

THENCE to run S 36 degrees W, by the said northwestern boundary line of lands owned by the said The Eastern Trust Company, 1585 feet, more or less, unto the first hereinbefore mentioned northern boundary line of lands now or formerly known as the 'Burgess Property' and shown as property of G. Donald Hogan on the above referenced plan;

THENCE to run N 76 degrees 15 minutes E by the northern boundary line of the last named lands, 995 feet more or less;

THENCE to run S 13 degrees 45 minutes E, a distance of 420 feet, more or less, to the southern boundary of lands conveyed to G.D.C. Hogan by His Majesty the King;

THENCE eastwardly along the southern boundary of line of lands so conveyed by His Majesty the King to the said G.D.C. Hogan 1500 feet;

THENCE to run N 13 degrees 45 minutes W, a distance of 420 feet, more or less, to the southern boundary line of lands conveyed by Lydia Tanner to Maritime Broadcasting Company Limited;

THENCE to run eastwardly along said line 100 feet to the point of beginning.

Saving and Excepting the following two parcels:

1. Parcel 108-B, conveyed by Maritime Broadcasting Company Limited to Rockingham Ridge Limited by Deed dated in 1979 and recorded at the Registry of Deeds at Halifax, Nova Scotia, in Book 3382 at Page 167;

2. Parcel 108-A (portion of Dunbrack Street), conveyed by Maritime Broadcasting Company Limited to the City of Halifax by Deed dated February 12, 1982 and recorded at the Registry of Deeds at Halifax, Nova Scotia, in Book 3558 at Page 164 and re-recorded in Book 3560 at Page 908;

SUBJECT TO Restrictive Covenants as found in the Deed recorded as Document No. 102773463.

MGA: The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because the two lots are and have been in common ownership and used together since April 15, 1987.

PID 00292722

ALL and singular that certain lot, piece or parcel of land situate, lying and being on the northwestern side of Tremont Drive in Halifax, in the County of Halifax, Province of Nova Scotia, and shown as Lot 1 on a plan of survey entitled "Plan of Survey of Lot 1, lands conveyed to Donald S. Hogan as General Partner for Hogan Investments Limited Partnership", as prepared by North Star Surveying and Engineering Limited and signed by Glenn M. Crews, N.S.L.S., dated January 15, 2001 and being more particularly described as follows:

BEGINNING at a point on the northwestern boundary of Tremont Drive and at the most southern corner of Lot G-1, being lands of Cyrus Jawahar John and Sheila Joyce John, as recorded in Book 5794 at Page 610, said street has a width of 40 feet and said point being the most eastern corner of Lot 1 described herein;

THENCE following the northwestern boundary of Tremont Drive, south 54 degrees 23 minutes 00 seconds west, for a distance of 169.05 feet to a point on the northeastern boundary of lands of Maritime Broadcasting System Limited, as recorded in Book 886 at Page 577, also see Book 5679 at Page 485;

THENCE following the northeastern boundary of lands of Maritime Broadcasting System Limited, north 37 degrees 18 minutes 20 seconds west, for a distance of 197.27 feet to a point on the southeastern boundary of other lands conveyed to Maritime Broadcasting System Limited, as recorded in Book 886 at Page 233, also see Book 5679 at page 485;

THENCE following the southeastern boundary of said other lands of Maritime Broadcasting System Limited, north 55 degrees 22 minutes 30 seconds east, for a distance of 98.98 feet to a point at the southeastern corner of said other lands of Maritime Broadcasting System Limited;

THENCE following the eastern boundary of said other lands of Maritime Broadcasting System Limited, north 17 degrees 27 minutes 20 seconds west, for a distance of 26.79 feet to a point at the most southern corner of Lot 4, being lands conveyed to John F. Sinclair and Jean C. Sinclair, as recorded in Book 2945 at Page 845;

THENCE following the southeastern boundary of said Lot 4, north 54 degrees 18 minutes 40 seconds east, for a distance of 77.20 feet to a point on the southwestern boundary of Lot G-2, being lands conveyed to Brenda Margaret Gaudet, as recorded in Book 3654 at page 621;

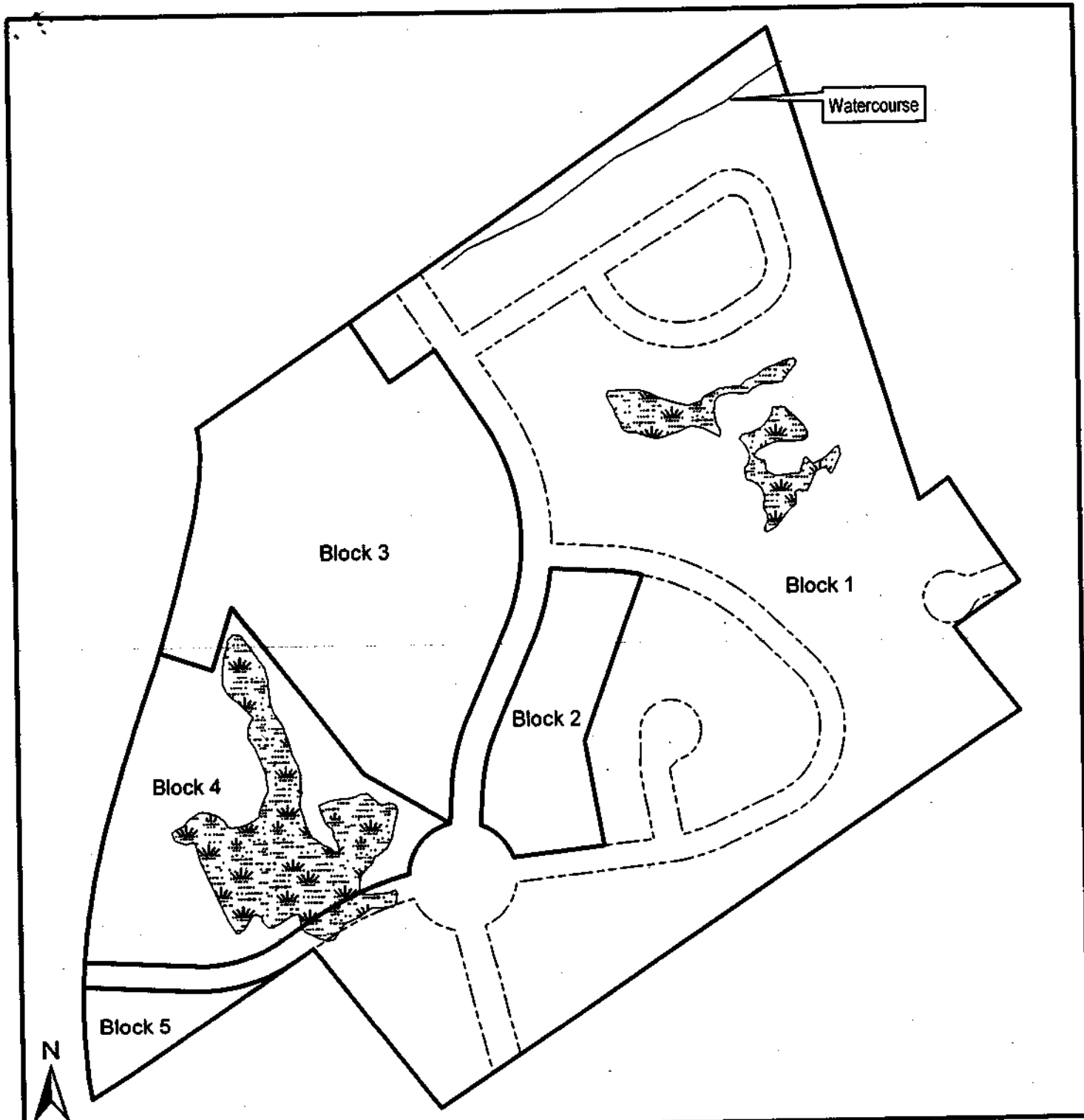
THENCE following the southwestern boundary of Lot G-2 and continuing along the southwestern boundary of aforementioned Lot G-1, south 33 degrees 07 minutes 02 seconds east, for a distance of 221.24 feet to the point of beginning.

Lot 1 contains an area of 36588 square feet;

Bearings are referred to the 3 degrees Transverse Mercator Projection, Zone 5, Central Meridian 64 degrees 30 minutes west and were derived by observations to the sun on January 3, 2001.

SUBJECT TO Restrictive Covenants as found in the Deed recorded as Document No. 102773463.


The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.



Schedule B - Stage 1 Subdivision Plan

Rockingham South
Halifax

HALIFAX
REGIONAL MUNICIPALITY
DEVELOPMENT APPROVALS

 Wetland

0 50 100 m

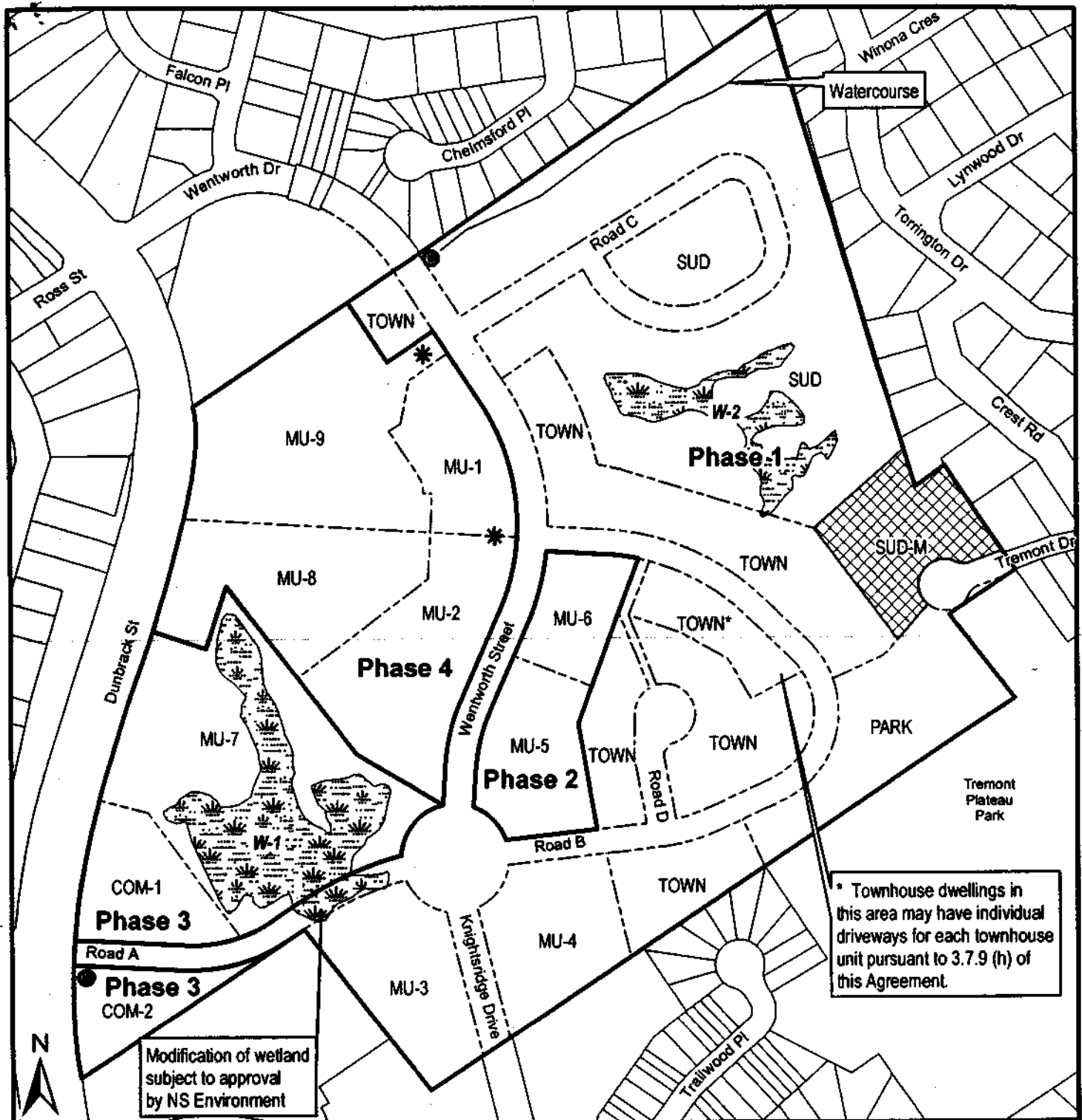
Halifax Mainland
Land Use By-Law Area

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

31 December 2012

Case 17002

T:\work\planning\hlfary\Casemaps\HMAIN\17002\ (HEC)



* Townhouse dwellings in this area may have individual driveways for each townhouse unit pursuant to 3.7.9 (h) of this Agreement.

Modification of wetland subject to approval by NS Environment

Schedule C - Proposed Land Use

Rockingham South
Halifax



Wetland



Approximate location of driveway



Community sign

Halifax Mainland Land Use By-Law Area

Land Use

- SUD Single Unit Dwelling
- SUD-M Modified Single Unit Dwelling
- TOWN Townhouses
- MU Multi-unit Residential
- COM Commercial
- PARK Parkland



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

ATTACHMENT C

Excerpt from the Halifax MPS

Section II: City-Wide Objectives and Policies

- 2.1 Residential development to accommodate future growth in the City should occur both on the Peninsula and on the Mainland, and should be related to the adequacy of existing or presently budgeted services.
- 2.1.2 On the Mainland, residential development should be encouraged to create sound neighbourhoods through the application of a planned unit development process and this shall be accomplished by Implementation Policy 3.3. It is the intention of the City to prepare and adopt a planned unit development zone subsequent to the adoption of this Plan.
- 2.4 Because the differences between residential areas contribute to the richness of Halifax as a city, and because different neighbourhoods exhibit different characteristics through such things as their location, scale, and housing age and type, and in order to promote neighbourhood stability and to ensure different types of residential areas and a variety of choices for its citizens, the City encourages the retention of the existing residential character of predominantly stable neighbourhoods, and will seek to ensure that any change it can control will be compatible with these neighbourhoods.

Implementation Policies

- 3.3 For the residentially designated undeveloped areas of Mainland North, the City shall, pursuant to Section 38(2)(p) of the Planning Act, establish such development regulations as are necessary to implement the policies of this Plan.
- 3.3.1 Further to Policy 3.3 above, these areas shall be identified on the zoning map and within such areas no development permit shall be issued unless the proposed development has been approved by a resolution of Council, and further, except under an agreement with Council pursuant to Section 34(1) of the Planning Act.
- 3.3.2 Further to Policy 3.3.1 above, the purpose for which land within these areas is to be developed shall be primarily residential, and an emphasis shall be placed on a mix of housing types, shall include provision for local commercial uses that are intended to serve the residents of the immediate area, and shall include provision for automobile, transit and pedestrian circulation and an emphasis on conservation of natural environment features including lakes and waterways, mature trees and natural topographic features. In addition to the above, City Council may consider provision for minor commercial uses in accordance with Policy 3.1.2 in Section II, provided that such uses are consistent with the policies of this Plan, are compatible in design form and function with comprehensively planned development and with development

adjacent to a comprehensively planned development, and that such uses are located in such manner as to be in accord with Policy 2.4.1 of Section II, as the principles of said policy may apply to areas of vacant land.

- 3.3.4 In entering into agreements pursuant to Policy 3.3.1 above, Council shall be guided by the policies contained in Section II of this Plan, and shall not enter into agreements which are inconsistent with the policies of this Plan.
- 3.3.5 Prior to entering into any agreements pursuant to Policy 3.3.1, Council shall advertise its intention to do so and shall hold a public hearing at which time any objections shall be heard.

ATTACHMENT D

Excerpt from the Halifax Mainland LUB – Schedule K

SCHEDULE "K"

- 68(1) Any area of land shown as Schedule "K" shall be a Comprehensive Development District.
- 68(2) No development permit shall be issued for a development in a Schedule "K" unless the proposed development has been approved by a resolution of Council.
- 68(3)(a) The purpose for which land within a Schedule "K" area is to be developed shall be primarily residential, and an emphasis shall be placed on a mix of housing types; shall include provision for local commercial uses that are intended to serve the residents of the immediate area, and community facilities for the use of residents in the immediate area; and shall include provision for automobile, transit, and pedestrian circulation; and an emphasis on conservation of natural environment features including lakes and waterways, mature trees, and natural topographic features. In addition to the above, Council may consider provision for commercial uses in accordance with the policies of the Municipal Planning Strategy.
- 68(3)(b) Notwithstanding clause (a), pursuant to Section II, Policy 3.3 of the Municipal Development Plan, the lands designated commercial on the east of Bicentennial Drive at the Bayers Lake Interchange shall be developed primarily as a mixed commercial/residential area.
- 68(4) For greater certainty, but without limiting the general powers of Subsection 68(3) above, the following uses may be permitted;
- (a) detached one family dwellings;
 - (b) semi-detached dwellings;
 - (c) duplex dwellings;
 - (d) apartment houses
 - (e) attached houses;
 - (f) public park or playground;
 - (g) commercial uses;
 - (h) local commercial uses intended for the use of residents of the immediate area;
 - (i) a community centre;
 - (j) golf course;
 - (k) notwithstanding Section (h) above, regional scale retail uses, including large-format outlets, shall only be permitted on those lands situated at the south-east quadrant of the Lacewood Drive/Bicentennial Drive interchange.
 - (l) uses accessory to any of the foregoing uses

68(5) An application for a development permit in any Schedule "K" area shall be submitted in two stages, the first stage of which shall be a tentative plan that shall include the following information for the entire area of land owned by the applicant which is designated as Schedule "K":

- (a) A plan to a scale of 1" = 100', or 1" = 40', showing the following information:
 - (i) The location of the various uses and their areas;
 - (ii) Delineation of the various residential areas indicating for each such area its size and location, number of dwelling units (including number of bedrooms for each unit), types of dwelling units (i.e., townhouse, apartments, single family dwellings), parking layout and population density;
 - (iii) The location, size, shape, and surface treatment of public and private open spaces;
 - (iv) The proposed interior roadway system and connection to existing roadways including location of bus bays;
 - (v) Topography of the area showing contour intervals of not more than five feet of elevation, as well as an indication of soil coverage of the site;
 - (vi) All existing and proposed rights-of-way and easements, either public or private, within the area;
 - (vii) Description, size and location of the proposed community cultural facilities, community centres, etc.;
 - (viii) Description, size and location of proposed local commercial uses intended for the use of residents of the immediate area;
 - (ix) The uses and ownership of land abutting the area in question;
 - (x) A key plan with a scale between 1" = 200' and 1" = 1,320' showing the location of the site in relation to the surrounding communities;
 - (xi) General indication of how the phasing and scheduling is to proceed, if phasing is intended for the project.
- (b) A plan to a scale of 1" = 100' and 1" = 40' showing an outline of the existing and proposed:
 - (i) roadways, walkways, rights-of-way and easements;
 - (ii) sanitary sewer system;
 - (iii) storm sewer system;
 - (iv) water system;
 - (v) surface drainage and means of disposal of the water;
 - (vi) street and walkway lighting;
 - (vii) telecommunication system;
 - (viii) electrical distribution system.
- (c) A plan showing the overall drainage areas contributing to the flows of the area in question.

68(6) After holding a public hearing and considering the plan proposal submitted under Subsection 68(5), Council shall determine whether the applicant may proceed to final approval and on what conditions, if any, Council may refuse the proposal

where, in the opinion of Council, the proposal is inconsistent with the purposes of Schedule "K" or Section 5 of this by-law.

- 68(7) In the event that Council does not refuse the application, the applicant shall provide:
- (a) such information as required by Sections 63 and 64 of the by-law for that portion of the proposal for which the applicant is applying for a development permit;
 - (b) such additional information (final servicing plans, survey plan, etc.) as may be required by the Development Officer;
 - (c) the terms of the proposed agreement pursuant to Subsection (8).
- 68(8) Approval by Council under Section 68(6) shall only be granted subject to the condition that the registered owner of the land upon which the development is to occur shall enter into an agreement with Council containing such terms and conditions as Council may direct.
- 68(9) Council shall consider the application for final approval and shall either approve the development or notify the applicant of the objectionable features of the final plan.

Attachment E – Legislative Authority

Development Agreements By Community Council

The *Community Council Administrative Order*, subsection 3 (1) “Subject to subsection (3) of this section, sections 29, 30 and 31 of the *Halifax Regional Municipality Charter* apply to each Community Council.”

Halifax Regional Municipality Charter (“HRM Charter”),

Development agreements by community councils

31 (1) This Section applies to a community council if the Council so provides in the policy establishing the community council.

(2) Where a municipal planning strategy of the Municipality provides for development by agreement, the community council stands in the place and stead of the Council and Part VIII applies with all necessary changes.

(3) A development agreement, or amendment to a development agreement, entered into by a community council must be signed by the Mayor and the Clerk on behalf of the Municipality.

(4) Where a development agreement entered into by a community council purports to commit the Municipality to an expenditure, the commitment has no force or effect until approved by the Council. 2008, c. 39, s. 31.

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

Development agreements

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

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

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

Content of development agreements

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

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

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

(3) A development agreement may

- (a) identify matters that are not substantive or, alternatively, identify matters that are substantive;
- (b) identify whether the variance provisions are to apply to the development agreement;
- (c) provide for the time when and conditions under which the development agreement may be discharged with or without the concurrence of the property owner;
- (d) provide that upon the completion of the development or phases of the development, the development agreement, or portions of it, may be discharged by the Council;

Attachment E – Legislative Authority

(e) provide that, where the development does not commence or is not completed within the time specified in the development agreement, the development agreement or portions of it may be discharged by the Council without the concurrence of the property owner. 2008, c. 39, s. 242.

Requirements for effective development agreement

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

(a) the appeal period has elapsed and no appeal has been commenced; or

(b) all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board.

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

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

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

(b) the development agreement is signed by the property owner, within the specified period of time, if any, and the Municipality; and

(c) the development agreement is filed by the Municipality in the registry.

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