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Halifax, Nova Scotia  
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**Item No. 10.1.3**  
**Halifax and West Community Council**  
**First Reading July 10, 2018**  
**July 30, 2018**

**TO:** Chair and Members of the Halifax and West Community Council

**SUBMITTED BY:** *-Original Signed-*  
\_\_\_\_\_  
Kelly Denty, Director, Planning and Development

*-Original Signed-*  
\_\_\_\_\_  
Dave Reage, Acting Chief Administrative Officer

**DATE:** June 11, 2018

**SUBJECT:** **Case 19531: Development Agreement for the northern corner of Young Street and Windsor Street, Halifax**

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### SUPPLEMENTARY REPORT

#### ORIGIN

- Application by WM Fares Limited, on behalf of the property owner, to develop the northern corner of Young Street and Windsor Street, Halifax with a mixed use, commercial and high density residential development;
- January 10, 2017, Regional Council approval of a site-specific MPS amendments to enable the proposed development; and
- April 17, 2018 Halifax and West Community Council notice of motion to consider the proposed development agreement, as set out in Attachment A of the March 14, 2018 staff report, to enable a mixed use, commercial and high density residential development at the northern corner of Young Street and Windsor Street, Halifax and schedule a public hearing.

#### LEGISLATIVE AUTHORITY

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

#### RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A of this report, to enable a mixed use, commercial and high density residential development at the northern corner of Young Street and Windsor Street, Halifax and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of this report; 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, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND / DISCUSSION**

On April 17, 2018, Halifax and West Community Council gave notice of motion to consider the proposed development agreement, as set out in Attachment A of the March 14, 2018 staff report, to enable a mixed use, commercial and high density residential development at the northern corner of Young Street and Windsor Street, Halifax and schedule a public hearing. This hearing was subsequently scheduled for the May 15, 2018 meeting of Halifax and West Community Council. For additional information on the original proposal, please refer to the original staff report at the following link:

<https://www.halifax.ca/sites/default/files/documents/city-hall/community-councils/HWCC180417Item1313.pdf>

In between notice of motion and the scheduled public hearing, the property owner identified additional desired flexibility within the terms of the agreement. This desired flexibility pertained to the location of commercial land uses within two of the buildings (Building B and C). The previous version of the development limited many of the proposed commercial uses to the ground floor levels only. The developer has requested the ability to enable additional commercial uses within the podium of Buildings B and C. The podium levels of Building B are floors 2 through 4 and for Building C are floors 2 through 6.

This request does not substantially affect the exterior design of the buildings and staff have negotiated a new clause of the proposed development agreement (Clause 3.6.8). The clause enables consideration of commercial uses, instead of residential, within the podium levels of Building B (floors 2 through 4) and Building C (floors 2 through 6), provided that the following conditions are met:

- parking standards are maintained;
- the Floor Area Ratio (FAR) is not exceeded;
- the Development Engineer is satisfied with the impacts on the transportation network;
- Halifax Water is satisfied capacity exists in the combined wastewater/stormwater system and water system at the time of building permit application;
- the exterior appearance is generally in conformance with the Schedules; and
- separate ground floor pedestrian entrances are provided for commercial and residential uses and commercial and residential pedestrian accessways are differentiated, separate and apart from each other.

Changes are included within a revised development agreement included as Attachment A of this report.

In re-evaluating the amended proposal, staff advise that the proposal remains reasonably consistent with MPS policy. The policy matrix and analysis as contained within the March 14, 2018 staff report are unchanged and continue to be applicable. Should the proposed option for this flexibility in commercial uses be activated by the Developer, an analysis of the road, sewer and water systems is required to ensure there is capacity within the systems. No significant land use impacts are anticipated with the proposed amendment. As such, staff recommend giving notice of motion to the revised development agreement as set out in Attachment A of this supplementary report, and schedule a public hearing.

## **COMMUNITY ENGAGEMENT**

When the proposed changes to the proposal were presented, it was determined that the scope of changes were too significant to move forward based on the April 17, 2018 Council motion giving first reading and setting a public hearing date. Should Community Council direct staff to schedule a public hearing, it will be



A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Andrew Bone, Planner III, 902.490.6743

***-Original Signed-***

Report Approved by: \_\_\_\_\_  
Carl Purvis, Acting Manager, Current Planning, 902.490.4797

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**Attachment A**

THIS 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 located at the northern corner of Windsor Street and Young Street, Halifax 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 a mixed use residential and commercial development including three buildings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Section II, City Wide Objective and Policies, Part 5 (Institutions), Policies 5.4 and 5.5 of the Halifax Municipal Planning Strategy and Section 100(3) of the Halifax Peninsula Land Use By-law;

**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 19531;

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

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**PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

**1.1      Applicability of Agreement**

1.1.1      The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

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

1.2.1      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 Peninsula, Municipal Planning Strategy for Halifax 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**

- 1.5.1 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**

- 1.6.1 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**

- 2.1.1 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.

(a) **Amenity space** means indoor or outdoor space on a lot that is communal and available for use by the occupants of a building on the lot for recreational or social activities.

(b) **Building A** means the building labeled Building A on the schedules attached to this agreement.

(c) **Building B** means the building labeled Building B on the schedules attached to this agreement.

- (d) **Building C** means the building labeled Building C on the schedules attached to this agreement.
- (e) **Floor Area Ratio (FAR)** means the gross area of all floors of Buildings A, B and C, measured from the inside of external walls, divided by the area of a lot excluding underground levels.
- (f) **Floor Plate Width** means the horizontal cross-section of a floor, measured from the outside surface of the exterior wall, or where there is no glass line, to the outside surface of the exterior wall. Floor plate width shall exclude elevator banks/shafts and stairwells.
- (g) **Gross Floor Area** means the sum of the area of all floors in a building measured from the inside of exterior walls, whether at, above or below grade, measured from the inside faces of the exterior walls but does not include external amenity or roof top spaces, internal amenity space, enclosed rooftop mechanical equipment, internal balconies or enclosed porches and area below grade used for garage, storage, bicycle and vehicle parking, loading, or building support uses.
- (h) **Porous Parapet** means a low protective wall at the edge of a roof with perforations to allow for air flow.
- (i) **Semi-public** means privately owned areas of the development which are areas for the use of residents and the public subject to the management, rules and regulations of the private property owner.
- (j) **Urban Agriculture** means the use of a structure or land for the breeding, planting, cultivation of plants, excluding cannabis, such as vegetables, fruits, herbs, sprouts and ornamental plants, and flowers.

### **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

#### **3.1 Schedules**

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19531:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	Underground Parking Plan
Schedule D	Building A Elevations
Schedule E	Building A Floor Plans
Schedule F	Building B Elevations
Schedule G	Building B Floor Plans
Schedule H	Building C Elevations
Schedule I	Building C Floor Plans
Schedule J	Landscape Plan

#### **3.2 Requirements Prior to Approval**

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
  - (a) Phasing Plan in accordance with Section 3.4. of this Agreement;

- (b) Wind Study in accordance with Section 3.7 of this Agreement;
- (c) Lighting Plan in accordance with Section 3.11 of this Agreement; and
- (d) Landscape Plan in accordance with Section 3.12 of this Agreement.
- (e) Written confirmation from a qualified professional that any environmental contamination will be dealt with in a manner acceptable to Nova Scotia Environment and the requirements of Provincial legislation and regulations.

3.2.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan;
- (b) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Lighting Plan; and
- (c) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the required wind mitigation measures.

3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.3 General Description of Land Use**

3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) a mixed use commercial and residential development including indoor and outdoor amenity space, underground and surface parking, and containing a maximum of three-hundred and forty-one (341) residential dwelling units, and a maximum of 7153.3 square metres (77,000 square feet) of commercial space subject to the terms and conditions of this agreement; or
- (b) Any uses permitted within the P (Park and Institution zone applied to the Lands subject to the provisions contained within the Land Use By-law for Halifax Peninsula, as amended from time to time.

3.3.2 Residential land uses permitted in subsection 3.3.1 (a) are the following:

- (a) Apartment house (multiple-unit residential uses); and
- (b) Uses accessory to any of the foregoing uses.

3.3.3 Commercial land uses permitted in subsection 3.3.1 (a) are the following:

- (a) commercial enterprises permitted as follows:
  - i. stores for the purpose of retail trade and rental excluding:
    - 1. motor vehicle dealers;
    - 2. motor vehicle repair shops
    - 3. adult entertainment uses; and
    - 4. amusement centres.
  - ii. restaurant, lounge, bank, public hall, office, municipal building, hairdresser, beauty parlour; receiving office of a dry cleaner or dyer;
  - iii. offices;
  - iv. sport club and community facilities;



- v. a hospital, school, college, university, monastery, church, library, museum, court of law, or other institution of a similar type, either public or private;
- vi. day care facility;
- vii. any use accessory to any of the foregoing uses.
- viii. commercial recreation;
- ix. radio, television and electrical appliance repair shops;
- x. watch and jewellery repair shops;
- xi. a store for the purpose of personal service including shoe repair shops, barber and beauty shops, dry cleaners, funeral services, and excepting massage parlours and adult entertainment uses and amusement centres;
- xii. Urban Agriculture; and
- xiii. Uses accessory to any of the foregoing uses.

3.3.4 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards.

### **3.4 Phasing**

3.4.1 Phasing shall comply with the following conditions and sequences:

- (a) The underground parking and all access and all internal driveways shall be completed prior to the occupancy of the first completed building on the Lands;
- (b) Buildings A, B and C may be constructed in any sequence provided driveway access and sufficient parking can be maintained to any occupied building(s). Sufficient parking means the minimum parking requirement required by the Land Use By-law based on the proposed use of the occupied building;
- (c) A plan showing the proposed phasing and bounds of work for each phase shall be submitted to and acceptable to the Development Officer in consultation with the Development Engineer prior to the issuance of a Development Permit. The Developer shall be responsible for all work within a phase.

### **3.5 Heritage - Archaeological Resources**

3.5.1 The Lands fall within the Area of Elevated Archaeological Potential identified by the Province. The Developer shall contact the Curator of Special Places with the Heritage Division of the Department of Tourism, Culture and Heritage of the Province of Nova Scotia prior to any disturbance of the site and the Developer shall comply with requirements set forth by the Province in this regard.

### **3.6 Detailed Provisions for Land Use**

3.6.1 The number and type of residential units, building design and exterior materials, vehicular parking and open space shall comply with that shown on Schedules B through J, except as permitted by this agreement.

3.6.2 Notwithstanding Subsection 3.3.1 and 3.6.1, the type of unit and number of residential units may increase or decrease from that shown on the Schedules, provided the following conditions are met:

- (a) a minimum of 50% of the dwelling units have 2 or more bedrooms;
- (b) the Floor Area Ratio (FAR) as required in section 3.7.3, is not exceeded;
- (c) ground floor commercial space is not reduced;
- (d) parking standards, as required in Section 3.8, are maintained;

- (e) the Development Engineer is satisfied with the impacts on the transportation network; and
- (f) if the number of dwelling units is increased, Halifax Water is satisfied there is capacity in the sanitary sewer and water system.

3.6.3 All two-bedroom or greater residential dwelling units shall be a minimum of 92.9 sq. m. (1000 sq. ft.) inclusive of balconies and terraces.

3.6.4 Commercial space shall be provided as follows:

	Maximum Gross Floor Area	Minimum Gross Floor Area
<b>Building A</b>	5574 m. sq, (60,000 sq.ft.)	5109.5 m. sq, (55,000 sq.ft.)
<b>Building B</b>	882.5 m. sq, (9,500 sq.ft.)	882.5 m. sq, (8,0000 sq.ft.)
<b>Building C</b>	696.7 m. sq, (7,500 sq.ft.)	0 m. sq, (0 sq.ft.)

3.6.5 Ground floor commercial spaces shown on Schedule E, G, and I shall not include residential dwelling units and ground floor uses shall be limited to amenity space, institutional, commercial uses or accessory residential uses.

3.6.6 Notwithstanding Subsection 3.3.1(a) and 3.6.1 through 3.6.5, residential uses (instead of commercial) may be permitted on the second-floor level or above of Building A (Schedule G) and the overall building height of Building A may be reduced to accommodate such residential uses, provided the exterior appearance is generally in conformance with Schedules B, D and E. Further any conversion shall be permitted provided the following conditions are met:

- (a) the ground floor must remain for commercial uses, excepting space required for a residential lobby;
- (b) 50% of the gross floor area of the building shall be maintained for commercial land uses;
- (b) parking standards as required in Section 3.8, are met;
- (c) a minimum of 50% of the dwelling units have 2 or more bedrooms;
- (d) the Floor Area Ratio (FAR), as required in section 3.7, is not exceeded;
- (e) the Development Engineer is satisfied with the impacts on the transportation network;
- (f) Halifax Water is satisfied there is capacity in the sanitary sewer and water system; and
- (g) Additional amenity space is provided including 500 sq. ft. of indoor amenity space and an individual balcony (external or internal) be provided for each unit at a minimum of 8 m. sq. (86.1 sq. ft.) with a minimum dimension of 1.8 m.

3.6.7 Notwithstanding Schedules E, G and I, the Development Officer may permit changes to the location and area of dwelling and commercial units, provided minimum unit sizes are maintained and the intents of the agreement are maintained.

**3.6.8 Notwithstanding Subsection 3.3.1(a), 3.6.1 and 3.6.4, commercial uses, instead of residential, may be permitted within the podium levels of Building B (floors 2 through 4) and Building C (floors 2 through 6), provided that the following conditions are met:**

- (a) parking standards as required in Section 3.8;**
- (b) the Floor Area Ratio (FAR), as required in section 3.7, is not exceeded;**
- (c) the Development Engineer is satisfied with the impacts on the transportation network;**
- (d) Halifax Water is satisfied capacity exists in the combined wastewater/stormwater system and water system at the time of building permit application;**
- (e) the exterior appearance is generally in conformance with the Schedules B, D, F and H; and**
- (f) separate ground floor pedestrian entrances shall be provided for commercial and residential uses and commercial and residential pedestrian accessways shall be**

**differentiated and be separate and apart from each other.**

### **3.7 Siting and Architectural Requirements**

3.7.1 The buildings design, siting and materials shall be as shown on Schedules B through J and include additional detailing as identified in clauses 3.7.1 through 3.7.24.

3.7.2 The building's siting, bulk and scale shall comply to the following:

- (a) Building A
  - i.) The Building shall be generally located and constructed as shown on Schedules B, D, and E.
  - ii.) The maximum number of storeys permitted shall not exceed 5 storeys.
  - iii.) the maximum height of the building shall not exceed 20.73m (68 feet) excluding the mechanical penthouse.
- (b) Building B
  - i.) The Building shall be generally located and constructed as shown on Schedules B, F and G.
  - ii.) The maximum number of storeys permitted shall not exceed 18 storeys.
  - iii.) the maximum height of the building shall not exceed 59.7m (196 feet) excluding the mechanical penthouse.
- (c) Building C
  - i.) The Building shall be generally located and constructed as shown on Schedules B, H and I.
  - ii.) The maximum number of storeys permitted shall not exceed 25 storeys.
  - iii.) the maximum height of the building shall not exceed 90.77m (265 feet) including the mechanical penthouse.
- (d) Underground Parking and Basement Levels
  - i.) Underground parking and basement levels shall be located and constructed as generally shown on Schedules C.
  - ii.) Underground parking and above ground parking shall provide a minimum of the required parking for the proposed land uses based on the Halifax Peninsula Land Use By-law, as amended from time to time. Where the required parking is less than the amount shown on Schedule C, the Development Officer may permit the parking shown on Schedule C to be reduced to a minimum of the required parking.
  - iii.) Underground parking, footings and basement shall be setback from the existing waterline adjacent the northwest property line a distance acceptable to Halifax Water.

3.7.3 The maximum floor area ratio permitted for the entire development shall be shall be 4.38.

3.7.4 Prior to the issuance of a development permit for any of the buildings, the Developer shall provide an updated Floor Area Ratio (FAR) calculation for the entire development. The Development Officer shall refuse any permit which exceeds the required Floor Area Ratio (FAR).

3.7.5 The maximum floor plate width above the seventh floor shall be 32 m (105 feet).

3.7.6 The Development Officer may permit minor variations to the floor plate designs shown in the schedules provided the intents of this agreement are maintained.

3.7.6 The minimum separation between Building B and Building C shall be 22.86 m (75 feet) excluding balconies and minor architectural projections. The minimum separation between Building A and Buildings B and C shall be 15.24 m (50 feet) measured from ground floor to ground floor, excepting higher floor cantilevers, balconies and minor architectural projections. Minor

architectural projections shall include, but not be limited to, overhangs of ground floor facades which have an elevation of not greater than five floors above the first floor.

- 3.7.7 The ground floor elevation of buildings entrances adjacent a public sidewalk shall be no greater than 0.152 metres (0.5 feet) above the elevation of the sidewalk and shall not be located at an elevation below the public sidewalk.
- 3.7.8 The ground floor height of buildings A, B and C shall be a minimum of 4.5 metres (14.76 feet) from floor to floor.
- 3.7.9 Commercial building facades at ground level shall be broken up visually and include architectural interest. The ground level facade shall be visually divided at a frequency no greater than 10 metres (32.8 feet) into separate modules using repetitive patterns of color, texture or material. At least one module design shall repeat horizontally along the ground level facade. Modules shall be extended vertically through the streetwall, using colour, window placement, materials or building transitions. For Building A, modules shall comply with Schedule D.
- 3.7.10 Multiple commercial storefronts shall be visually unified using complementary architectural forms, similar materials and colours.
- 3.7.11 Covered walkways, arcades, fixed or retractable awnings, open colonnades and similar devices shall be permitted along all facades to provide shelter, and encourage pedestrian movement. These devices and features shall be permitted provided they are designed as an integral part of the building façade.
- 3.7.12 A minimum of 60 percent of the ground floor of commercial facades shall consist of windows and/or glazing which are transparent.
- 3.7.13 For Building A, the façade facing Young Street and Windsor Street shall be designed and detailed as primary façade. For Building B, the façade facing Windsor Street shall be designed and detailed as primary façade. For Building C, the façades facing the interior courtyard and Young Street shall be designed and detailed as primary façade. Further, architectural treatment shall be continued around all sides of the buildings.
- 3.7.14 The main residential entrances to buildings shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. For Building B and C, at least one main door shall face internal courtyard.
- 3.7.15 Service entrances shall be integrated into the design of the buildings and shall not be a predominate feature.
- 3.7.16 Any exposed foundation in excess of 0.838 metres (2.75 feet) in height and 1.86 square metres (20 square feet) in total area shall be architecturally detailed with patterned concrete, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.7.17 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.).
- 3.7.18 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 shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

- 3.7.19 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) or telecommunication equipment are integrated into the building design or screened from public view. This shall exclude individual residential mechanical systems except for heat pumps. Furthermore, nothing in this agreement shall prevent the installation and use of solar photovoltaic, solar hot water panels or the installation of electric vehicle charging stations.
- 3.7.20 Further to the schedules, exterior building materials shall not include vinyl siding or windows but may include any one or more of the following:
- clay masonry;
  - non-combustible cladding;
  - concrete split face masonry;
  - cut stone masonry;
  - random stone masonry;
  - glazing systems such as glass; or
  - acceptable equivalent in the opinion of the Development Officer.
- 3.7.21 Prior to the issuance of a Development Permit, the Developer shall undertake wind impact assessment report including a wind tunnel testing (scale model simulation analysis) of the development by a qualified professional experienced in wind engineering and submit a report to the Development Officer.
- 3.7.22 The wind impact assessment shall identify:
- (a) Existing conditions, accounting for buildings and other physical features on the lot and any surrounding buildings and features that may influence the development or that may be influenced by the development;
  - (b) The impact of the development on the following areas:
    - (i) the public realm, including parks, plazas, and other open spaces, sidewalks and other pedestrian travelled ways, building entrances; and
    - (ii) private amenity spaces such as rooftop gardens.
  - (c) The expected level of comfort for various activities associated with the above-noted areas with regard to factors such as sitting, standing, and walking;
  - (d) The methodology and standards used in the assessment;
  - (e) Expected wind comfort and safety conditions, including confirmation/ quantification of expected conditions; and
  - (f) Where necessary, outlines proposed wind mitigation measures to achieve accepted industry standards for pedestrian wind comfort and safety.
- 3.7.23 Mitigation measures identified in the wind assessment shall be included in building, site and landscaping designs approved by the Development Officer prior to the issuance of a Development Permit, except those which, in the opinion of the Development Officer, involve a substantive change to the building. In these instances, such measures shall require a non-substantive amendment pursuant to Section 6.1. Mitigation measures which include the use of landscaping, planters, wind screens, porous parapets, trellises, canopies or similar features shall be permitted by this agreement.
- 3.7.24 Mitigation measures shall be shown on the building plans submitted for Construction Permit and be completed prior to the issuance of an Occupancy Permit.

### **3.8 Parking, Circulation, and Access**

- 3.8.1 The parking area shall be sited as shown on Schedule B and C. The parking area shall maintain minimum setbacks from the property lines as shown on the Schedules.
- 3.8.2 The parking area shall provide a minimum of one parking space per dwelling unit plus 30 visitor parking spots. Visitor parking spaces shall be clearly identified and signed. Where visitor parking spaces are provided within underground parking, the drive aisle that leads to the visitor parking spaces shall be clearly identified and marked. Visitor parking spaces shall be common elements to the buildings. Commercial parking shall be provided based on the Land Use By-law requirement based on land use.
- 3.8.3 A maximum of 60 above ground parking spaces shall be permitted. The remainder of the parking shall be in underground parking.
- 3.8.4 Notwithstanding clause 3.8.1, the Development Officer may permit the addition of underground parking spaces or storage space (for residents of the building) subject to there being no impact on the location or elevation of buildings A, B and C and provided minimum setbacks are maintained.
- 3.8.5 The parking areas shall be hard surfaced.
- 3.8.6 The limits of the above ground parking area shall be defined by landscaping and curb.
- 3.8.7 The site shall be accessed by two driveways, a full access driveway on Windsor Street and a restricted access driveway on Young Street.
- 3.8.8 The Young Street driveway shall be restricted and left turns out of the Lands to Young Street shall not be permitted. Implementation of this restricted access shall meet the requirements of the Development Officer in consultation with the Development Engineer.
- 3.8.9 All driveway accesses shall meet the requirements of the Development Officer in consultation with the Development Engineer.
- 3.8.10 Pedestrian access to the site shall be provide through a system of hard surface walkways shown on the Schedules B and J. Further to the schedules, the network shall include the following additional features:
  - (a) a walkway and marked pedestrian crossing between the Young Street sidewalk and Building C;
  - (b) a marked pedestrian crossing between Building B and C;
  - (c) a walkway leading to the outdoor play area; and
  - (d) walkways connecting any ground level exterior door to the pedestrian system.

### **3.9 Amenity Space**

- 3.9.1 Amenity space shall be provided as shown on the schedules and shall include:
  - (a) Building A
    - i.) Level 4, accessible rooftop amenity space at a minimum of 1,600 sq. ft.;
    - ii.) Level 5, accessible rooftop amenity space at a minimum of 1,500 sq. ft.;
    - iii.) Commercial lobby area as shown on the schedules.
  - (b) Building B
    - i.) Level 17, indoor amenity space at a minimum of 884 sq. ft. for the use of all residents of the building;
    - ii.) Level 17, accessible rooftop amenity space at a minimum of 1600 sq. ft. for the use of all residents of the building;

- iii.) Private terraces or balconies as shown on the schedules; and
  - iv.) Residential lobby area as shown on the schedules for the use of all residents of the building.
- (c) Building C
- i.) Level 7, indoor amenity space at a minimum of 1100 sq. ft. for the use of all residents of the building.;
  - ii.) Level 7 accessible rooftop amenity space at a minimum of 1,600 sq. ft. for the use of all residents of the building.;
  - iii.) Private terraces or balconies as shown on the schedules; and
  - iv.) Residential lobby area as shown on the schedules for the use of all residents of the building.
- 3.9.2 Notwithstanding clause 3.9.1 and the Schedules of this agreement, the Development Officer may permit a relocation and reconfiguration of indoor and outdoor amenity space within and exterior to each building provided the same amount or greater of indoor and outdoor amenity space is provided.
- 3.9.3 Ground level semi-public outdoor amenity space shall be provided as shown on Schedule J and shall include an outdoor courtyard (public plaza), outdoor restaurant /retail café area, and raised park. The Development Officer may permit the location of features to be altered provided that the overall area of the feature is not reduced. The Development Officer may permit the addition of semi-public amenities not shown on Schedule J provided, in the opinion of the Development Officer, they are compatible with other elements of the semi-public area.
- 3.9.4 A private outdoor play area shall be provided as shown on Schedule J and shall consist of a minimum of the following:
- (a) 12 feet by 20 feet hard surface pad and a minimum of one regulation basketball hoop, pole and backboard, installed to a standard regulation height of 3.3m (10 feet);
  - (b) 20 foot by 20 foot grassed play area;
  - (c) 8 foot by 8 foot sandbox area with canopy; and
  - (d) small climbing structure and slide suited for ages 6 to 10 years old.
- 3.9.5 The Development Officer may permit additional amenity space or amenity features to be provided and may permit changes to amenity uses provided the proposed use is consistent for the intent of this agreement, to provide amenity uses for a broad range of users, is maintained.
- 3.9.6 All roof top space used for outdoor amenity space shall include a mix of landscaping components such as, but not limited to, pavers, planters, outdoor furniture or rooftop gardens.
- 3.9.7 Notwithstanding the Schedules, the Development Officer may permit additional amenity space throughout the proposed buildings at request of the Developer.
- 3.9.8 The Development Officer may permit a reduction in the amount of accessible roof top amenity space required in clause 3.9.1 where the amount required exceeds the Nova Scotia Building Code area or occupancy requirements and a second exit is required. Further the amount of reduction shall not be greater than required to eliminate the need for a second exit.
- 3.10 Bicycle Parking Facilities**
- 3.10.1 Bicycle parking facilities, their location and any special requirements shall be provided in conformance with the requirements of the Land Use By-law for Halifax Peninsula, as amended from time to time.
- 3.11 Outdoor Lighting**

- 3.11.1 Outdoor lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged to divert the light away from streets, adjacent lots and buildings.
- 3.11.2 Freestanding security lighting shall not exceed a height of 18 feet. All exterior lighting shall be directed downwards with luminaries shielded to prevent unnecessary glare.
- 3.11.3 The Developer shall have a qualified person prepare an exterior lighting plan for the building and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
  - (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices;
  - (b) Demonstration that the outdoor lighting plan has been designed in accordance with Crime Prevention Through Environmental Design (CPETD) principles ensuring adequate lighting for all areas of the site; and
  - (c) Certification from a qualified person that the lighting plan meets the requirements of this agreement.
- 3.11.4 Upon the issuance of the first Occupancy Permit for each building, the Developer shall provide to the Development Officer a letter from a qualified person, identifying that the installation of lighting meets the requirements of the lighting plan and this Agreement.

### **3.12 Landscaping**

- 3.12.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.12.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule J. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.12.3 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as pergolas, benches, etc. shall be provided to the Development Officer or shall be noted on the Landscape Plan required by Subsection 3.12.2, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of individual buildings and the character of the surrounding area.
- 3.12.4 Planting details for each type of plant material proposed on the Landscape Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety). Mass shrub plantings or mixed shrub and ground cover plantings are preferred instead of perennial beds.
- 3.12.5 Landscaped areas shown on the Schedules shall be either active areas generally accessible to building occupants and shall contain a combination of concrete pavers, walkways, sod, ground cover, shrubs, deciduous and coniferous trees, site furnishings and landscaping features, or may be extensive (passive) landscaped roof areas designed to be generally accessible to building occupants, self-sustaining, and requiring minimal maintenance. All landscaped areas shall be designed to be accessible.
- 3.12.6 Landscaped areas shown on the Schedules shall include but not be limited to the following:



- (a) outdoor play area;
- (b) the planting of street style or ornamental trees at a regular interval along the Young Street frontage of Building A. Trees may be planted in the ground or be contained in planters if recommended by the Landscape Architect;
- (c) courtyard raised park area (located northeast of Building A);
- (d) courtyard area including a mixture of outdoor seating areas, street furniture, planters, pavers, grassed areas, street style trees, shrubs and annual and perennial plantings.
- (e) the planting of coniferous trees at a regular interval within and adjacent to the above ground parking areas. Trees may be planted in the ground or be contained in planters if recommended by the Landscape Architect;
- (f) coniferous trees at regular intervals adjacent the northwestern property line;
- (g) fencing throughout the site required for safety and security;
- (h) security fencing along the northwestern property line subject to the specifications and requirements of the Department of National Defence and Halifax Water;
- (i) partial rooftop landscaping of amenity space which is not private; and
- (j) any landscaping required for managing wind impacts.

3.12.6 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

3.12.7 Notwithstanding Section 3.12.3, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.12.2 All disturbed areas shall be reinstated to original condition or better.

### **3.13 Signs**

3.13.1 These requirements shall not apply to any sign regulated under HRM By-law S-800 (A By-law Respecting Requirements for the Licensing of Temporary Signs).

3.13.2 The following signs shall be permitted and do not require a development permit:

- (a) name and street number of residential and non-residential buildings;
- (b) "No Trespassing" signs and other such signs regulating the use of a property, provided said sign does not exceed 0.19 square metres (2 square feet) in area;
- (c) "For Sale" or "For Rent" signs, provided such signs do not exceed 2.97 square metres (32 square feet) per face;
- (d) signs regulating traffic within the parking lot or giving direction (wayfinding) or identifying the function of part or all of a building, provided that such signs do not exceed 0.46 square metres (5 square feet) in area. For the purposes of permitting a combined wayfinding

signage, signs are permitted to a maximum of 0.46 square metres (5 square feet) in area per wayfinding direction;

- (e) signs erected by a governmental body or public authority such as traffic signs, railroad crossing signs, signs identifying public properties and buildings without limitation as to the maximum sign areas, and lists of electors;
- (f) memorial signs or tablets and signs denoting the date or erection of a building as well as signs identifying historic sites;
- (g) flag, pennant, or insignia of any government or religious, charitable, or fraternal organization;
- (h) signs which are incidental to construction and are located on the same lot, if such sign does not exceed 5.95 square metres (64 square feet) in area;
- (i) window signs that do not cover more than 25% of the window area; and
- (j) notices of religious or patriotic demonstrations and public exhibitions.

3.13.3 The following signs shall not be permitted or erected, notwithstanding anything else contained in this agreement:

- (a) signs having flashing or moving illumination which varies in intensity or colour, signs having moving parts, whether caused by mechanical apparatus, electrical pulsation, or normal wind current;
- (b) any sign which creates a hazard to public safety;
- (d) any sign proximate to a roadway or driveway which obstructs the vision of vehicular drivers whether by its location, appearance or illumination or which obscures or obstructs any traffic control sign or device of any public authority;
- (e) any sign which obstructs access to or from a fire escape, door, window, or other required fire exit;
- (f) signs which resemble traffic control signs of any public authority, whether by shape, colour, message or location which would interfere with or confuse traffic along a public road;
- (g) any sign which advertises a product which is no longer sold or a business which is no longer in operation;
- (h) signs which are not located on the same lot as the commercial establishment, which state the name of the said establishment and the type of business or products of said establishments;
- (i) string lights, other than for temporary holiday decoration whose illumination is unshielded from adjacent properties;
- (k) searchlights, pennants, spinners, banners, and streamers, except for temporary uses such as grand openings and exhibitions;
- (l) window signs which cover more than 25% of the window area.
- (m) signs located on or affixed to the roof of any structure; and
- (n) signs affixed to natural objects (trees, stones).

3.13.4 Facial wall signs shall meet the following requirements:

- (a) shall not extend above the top of the wall on which it is affixed;
- (b) shall not extend beyond the extremities of the wall on which it is affixed;
- (c) shall not have an area which exceeds ten (10) percent of the area of the facade on which it is attached;
- (d) shall not have a total area for all facial wall signs which exceed fifteen (15) percent of the area of the facade to which they are attached;
- (e) a maximum of two fascial wall signs are permitted for each business if both fascial wall signs are located separate façades of the premises, except where a business is located on a building corner where one additional fascia sign shall may be permitted; and
- (f) on an individual building, fascial wall signs may contain more than one message per business premise.

3.13.5 Projecting wall signs shall meet the following requirements:

- (a) shall not project over a public right-of-way unless otherwise provided for in this Agreement;
- (b) shall not project more than 1.83 metres (6 feet) from the wall on which it is attached;
- (c) shall not project above the eaves, parapet or roof line of a building;
- (d) shall not be erected below a height of 3.05 metres (10 feet) above grade;
- (e) shall not have a single face area greater than 1.49 square metres (16 square feet); and
- (f) canopies and awnings incorporating signage are not subject to subsections a), c), d), and e); and
- (g) shall be either non-illuminated or illuminated from the front (not back-lit).

3.13.6 Ground sign shall meet the following requirements:

- (a) one shared ground sign shall be permitted at each driveway entrance and one additional building specific ground sign shall be permitted for each building for a total of five ground signs. Each sign may include building and site identification and address information and commercial signage;
- (b) shall not exceed a height of 4.88 metres (16 feet) from the grade to the highest part of the sign;
- (c) shall not be set back less than 0.91 metres (3 feet) from any lot line; and
- (d) shall not exceed 4.65 square metres (50 square feet) in size per face.

3.13.7 Illuminated signs shall be permitted provided the lighting for signage does not create a safety hazard and provided such illumination is directed away from adjoining properties and any adjacent streets.

3.13.8 Ornamental plants shall be planted and maintained around the entire base any ground sign as part of the required landscaping.

### **3.14 Screening**

3.14.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

3.14.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Windsor Street and Young Street. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.14.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened from view and incorporated in to the architectural treatments and roof structure. Where possible mechanical equipment shall be grouped together to reduce visual impact.

3.14.4 Any ground based mechanical equipment shall be screened with a combination of fencing, landscaping or building elements.

### **3.15 Hours of Operation**

3.15.1 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 10:00pm.

3.15.2 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

### **3.16 Temporary Construction Building**

3.16.1 Building(s) shall be permitted on the Lands for housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building(s) shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

### **3.17 Maintenance**

3.17.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

4.1 All design and construction shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

4.2 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. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation of on-site/ off-site underground services, overhead wires and traffic signals to accommodate the needs of the development.

4.3 All secondary or primary (as applicable) electrical, telephone and cable service to all buildings shall be underground installation.

4.4 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer.

4.5 For all buildings, securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

4.6 The building shall include designated space for five stream (refuse, recycling and composting) source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

4.7 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.

- 4.8 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

- 5.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

### **5.2 Erosion and Sedimentation Control and Grading Plans**

- 5.2.1 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply 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 site until the requirements of this clause have been met and implemented.

### **5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plan**

- 5.1.1 Prior to the commencement of any site work on the Lands, including earth movement 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 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 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; and
  - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

### **5.2 Sulphide Bearing Materials**

- 5.2.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

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

- (a) Changes to the landscaping requirements as detailed in Section 3.12 or which, in the opinion of the Development Officer, do not conform with Schedule J;
- (b) Changes to the sign requirements as detailed in Section 3.13;
- (c) Changes to the land use requirements as detailed in Sections 3.3.2 through 3.3.4;
- (d) Changes to the architectural requirements as detailed in Sections 3.7.7 through 3.7.19;
- (e) Changes to building architecture as a result of the wind impact assessment as identified in 3.7.21, 3.7.22 and 3.7.23;
- (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 7.5.1 of this Agreement;

## **6.2 Substantive Amendments**

- 6.2.1 Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

- 7.1.1 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 hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are 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 development on the Lands has not commenced within 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 and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean issuance of a Development Permit.
- 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 6.1, 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 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 Municipal Planning Strategy for Halifax and Land Use By-law for Halifax (Peninsula), as may be amended from time to time.

## **7.5 Discharge of Agreement**

- 7.5.1 If the Developer fails to complete the development after 10 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.

## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

- 8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within 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 condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, then in each such case:
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
  - (b) The Municipality may enter onto the 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; or
  - (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

**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: \_\_\_\_\_

\_\_\_\_\_

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



# Schedule B - Site Plan



SITE DATA		
PROPERTY AREA		± 109,116 SF
COMBINED BUILDING FOOTPRINT		± 41,551 SF
COMBINED SITE COVERAGE		± 38.1%
COMBINED GROSS FLOOR AREA		± 477,853 SF
TOTAL FLOOR AREA RATIO		4.38
TOTAL GROUND FLOOR RETAIL		± 25,880 SF
TOTAL COMMERCIAL AREA		± 74,597 SF
BELOW GRADE PARKING		± 482
ABOVE GRADE PARKING		± 55
TOTAL RESIDENTIAL UNIT COUNT		± 341
TOTAL 1 BR UNITS		± 169 (50%)
TOTAL 2 BR+ UNITS		± 172 (50%)
<b>BUILDING A</b>		
TOTAL STOREYS		5
FOOTPRINT		± 13,899 SF
SITE COVERAGE		± 12.7%
TOTAL BUILDING GROSS FLOOR AREA		± 71,461 SF
FLOOR AREA RATIO		0.65
<b>BUILDING B</b>		
TOTAL STOREYS		18
FOOTPRINT		± 13,266 SF
SITE COVERAGE		± 12.2%
TOTAL BUILDING GROSS FLOOR AREA		± 166,037 SF
FLOOR AREA RATIO		1.52
<b>BUILDING C</b>		
TOTAL STOREYS		24
FOOTPRINT		± 14,386 SF
SITE COVERAGE		± 13.2%
TOTAL BUILDING GROSS FLOOR AREA		± 240,355 SF
FLOOR AREA RATIO		2.2

**WINDSOR AND YOUNG**  
HALIFAX, NS

**SCHEDULE B**  
**ROOF/SETBACK PLAN + DATA TABLE**

Project No.: 2011.27  
Scale: 1" = 50'-0"  
Date: 12 Mar 2018

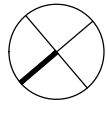
# Schedule C - Underground Parking Plan



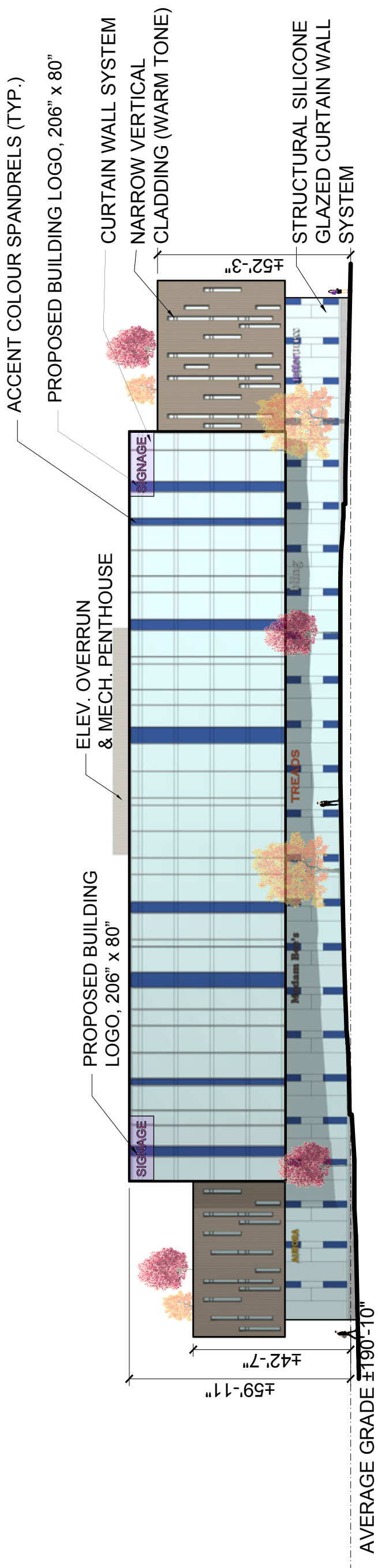
1 UPPER LEVEL (P1)  
A02 SCALE: 1" = 50'-0"



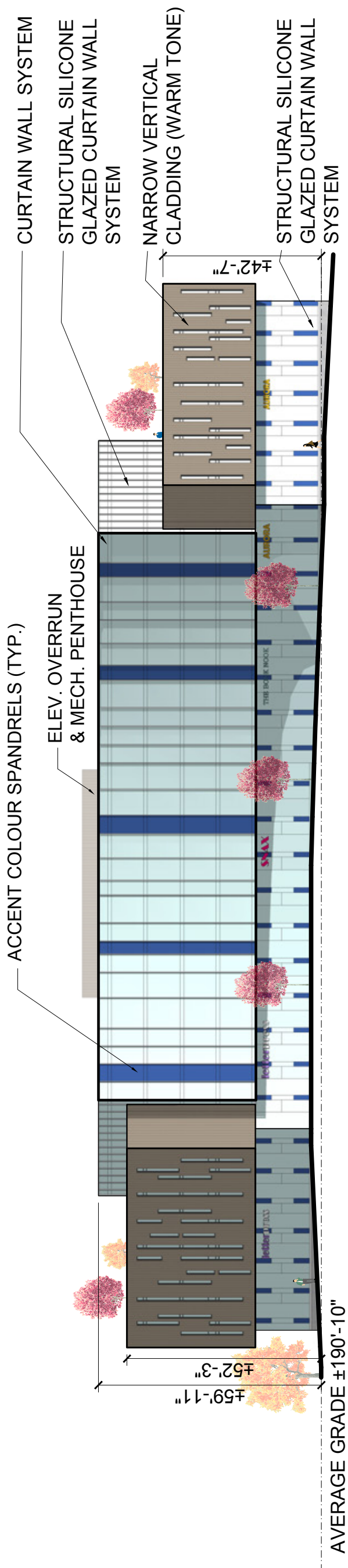
2 LOWER LEVEL (P2)  
A02 SCALE: 1" = 50'-0"



Schedule D - Building A Elevations

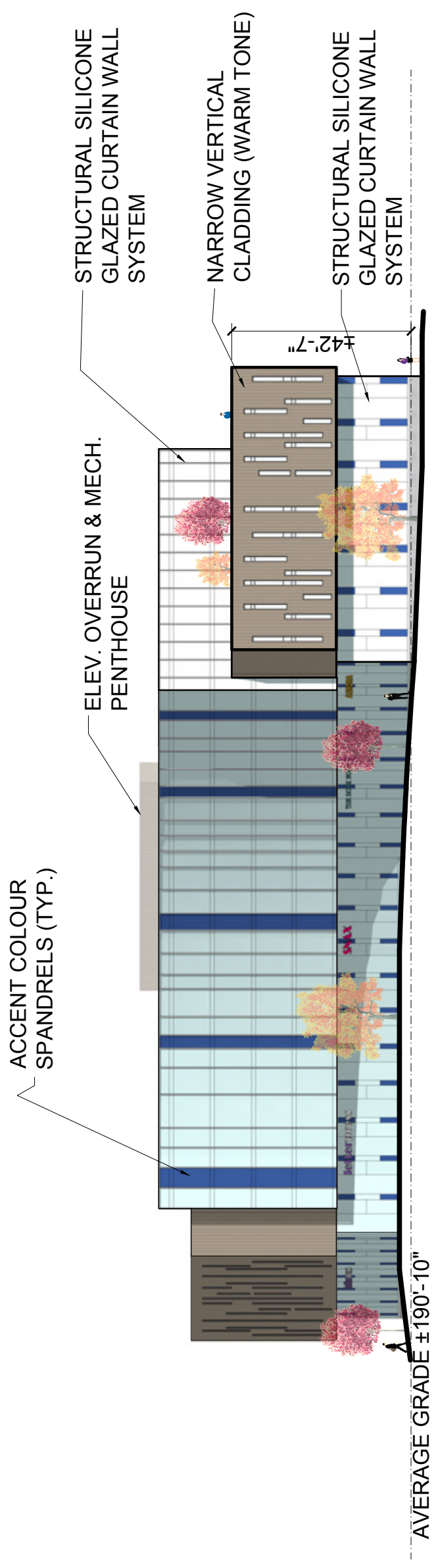


1 EAST ELEVATION  
A05 SCALE: 1" = 30'=0"

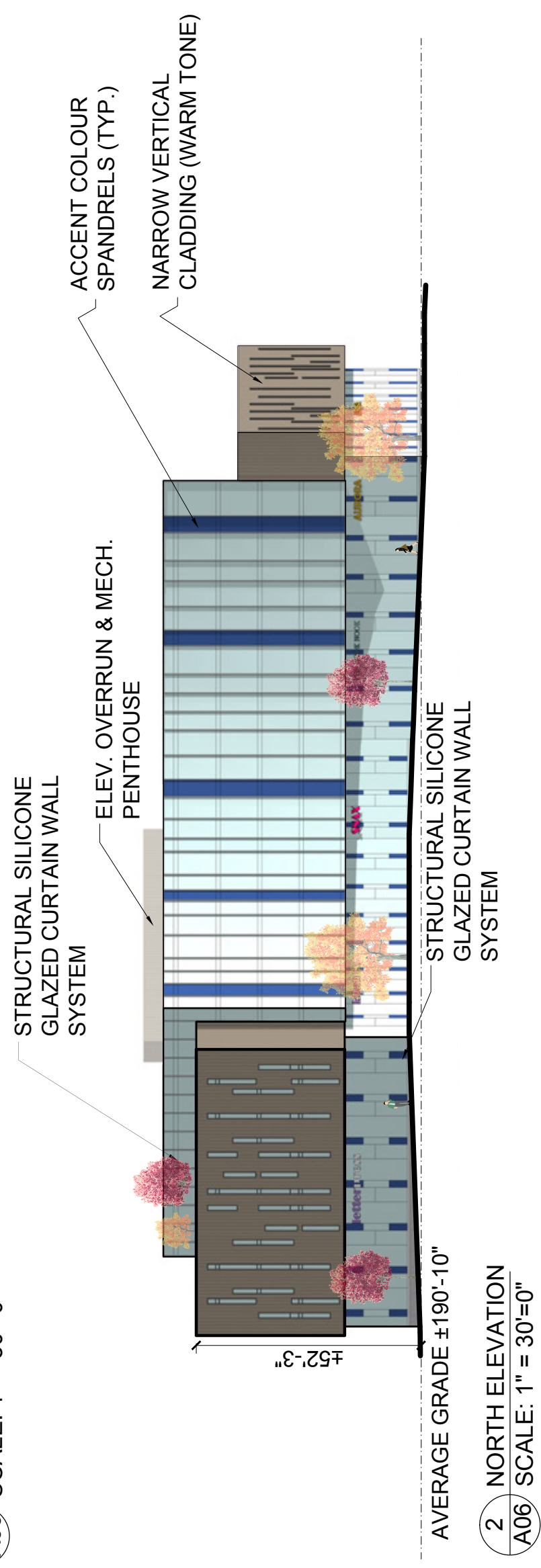


2 WEST ELEVATION  
A05 SCALE: 1" = 30'=0"

Schedule D - Building A Elevations



1 SOUTH ELEVATION  
A06 SCALE: 1" = 30'=0"

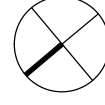
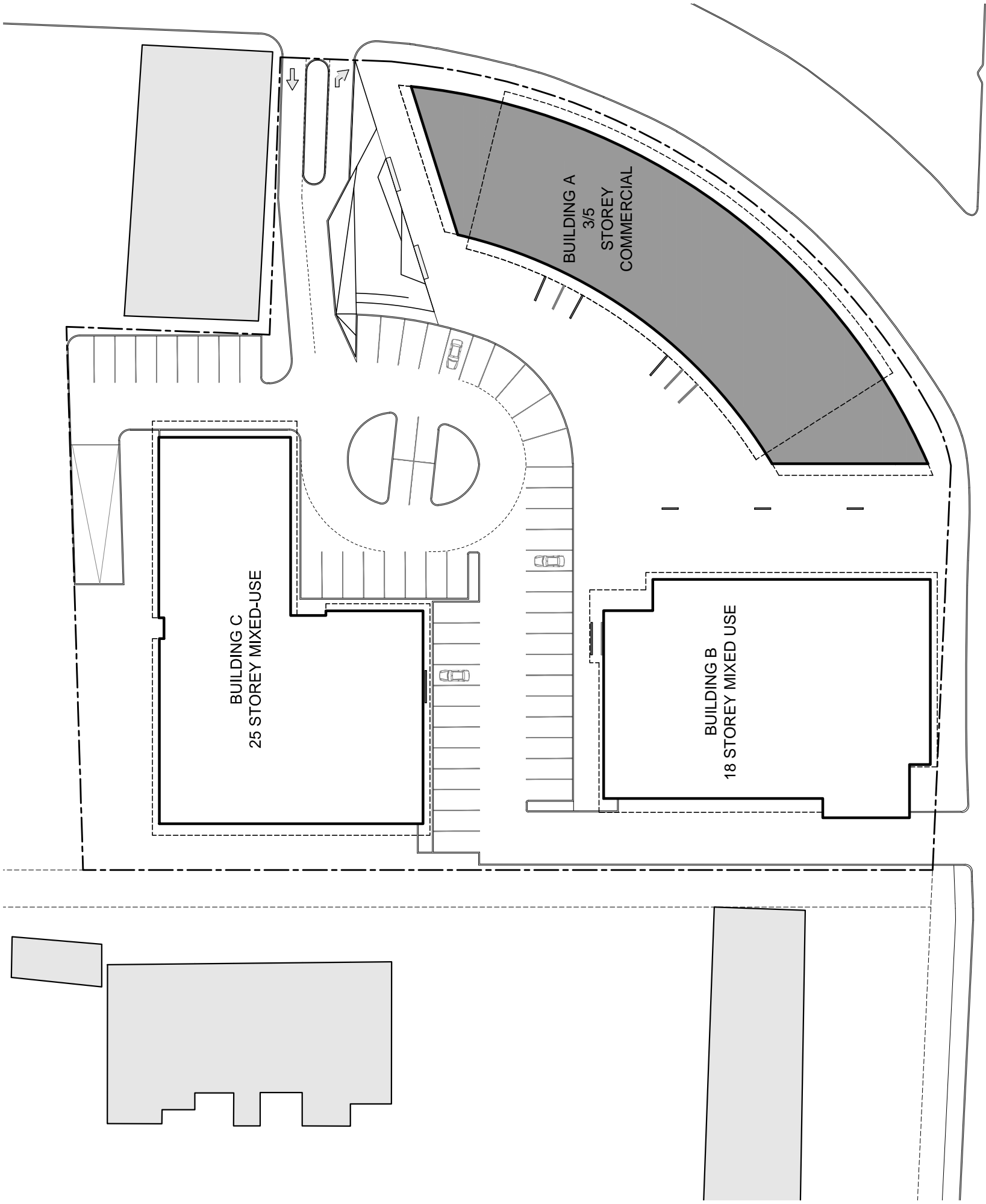


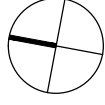
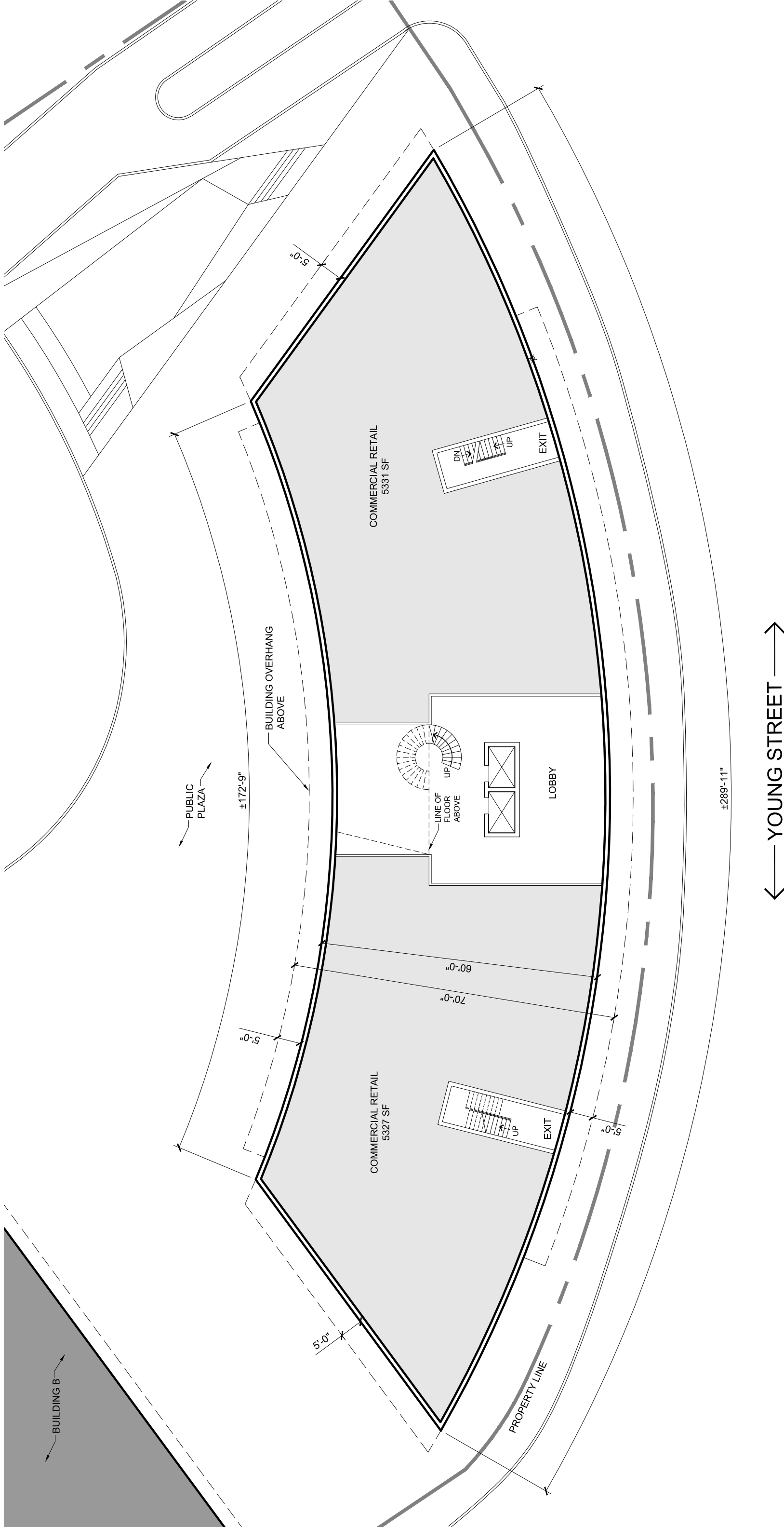
2 NORTH ELEVATION  
A06 SCALE: 1" = 30'=0"

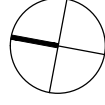
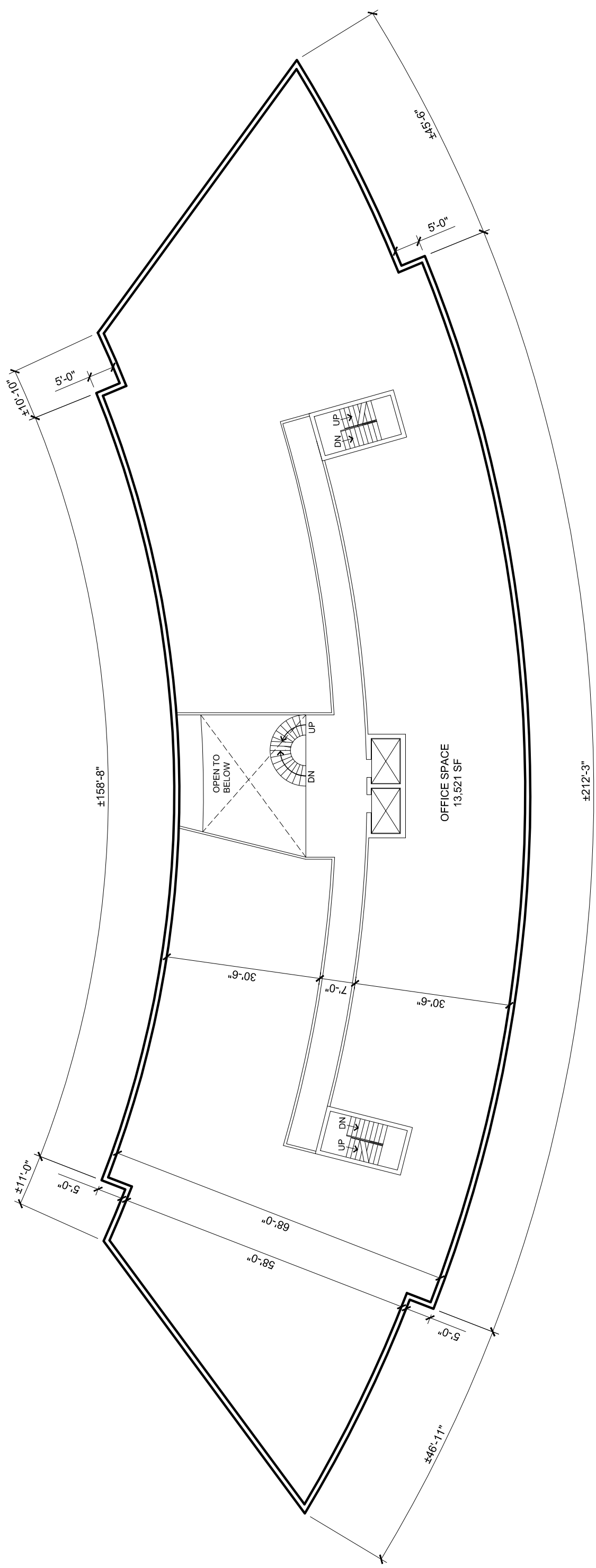
# BUILDING A DRAWING PACKAGE

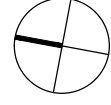
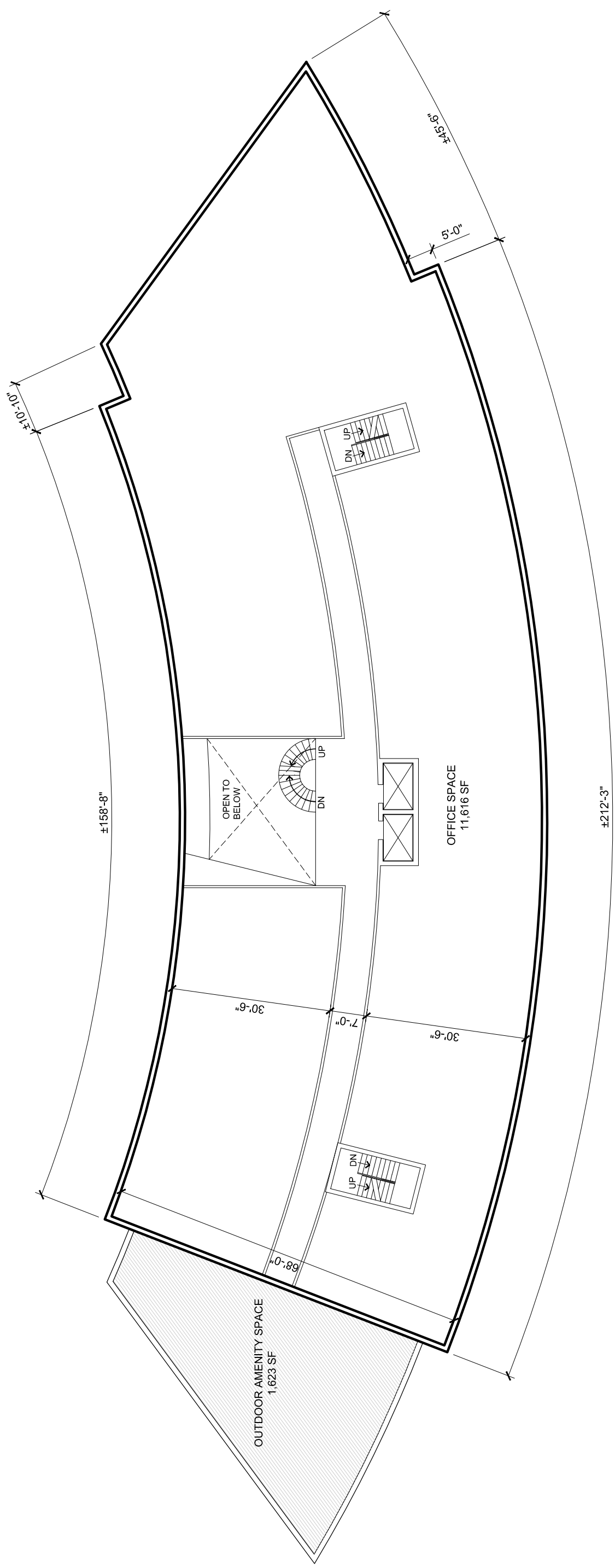
GROUND FLOOR COMMERCIAL RETAIL AREA:	± 10,658 SF
LEVEL 200-500 OFFICE SPACE:	± 48,717 SF
TOTAL COMMERCIAL AREA:	± 59,375 SF
OUTDOOR AMENITY SPACE:	± 3,198 SF

## Schedule E - Building A Floor Plans

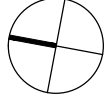
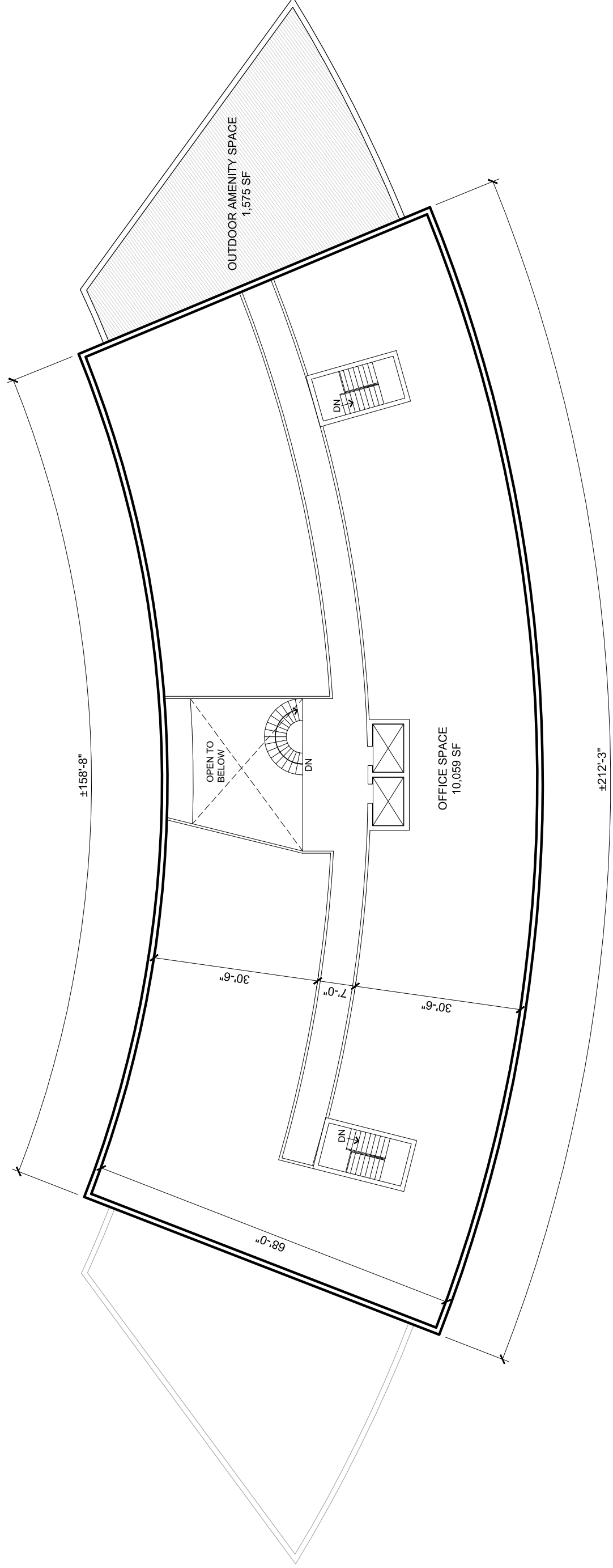




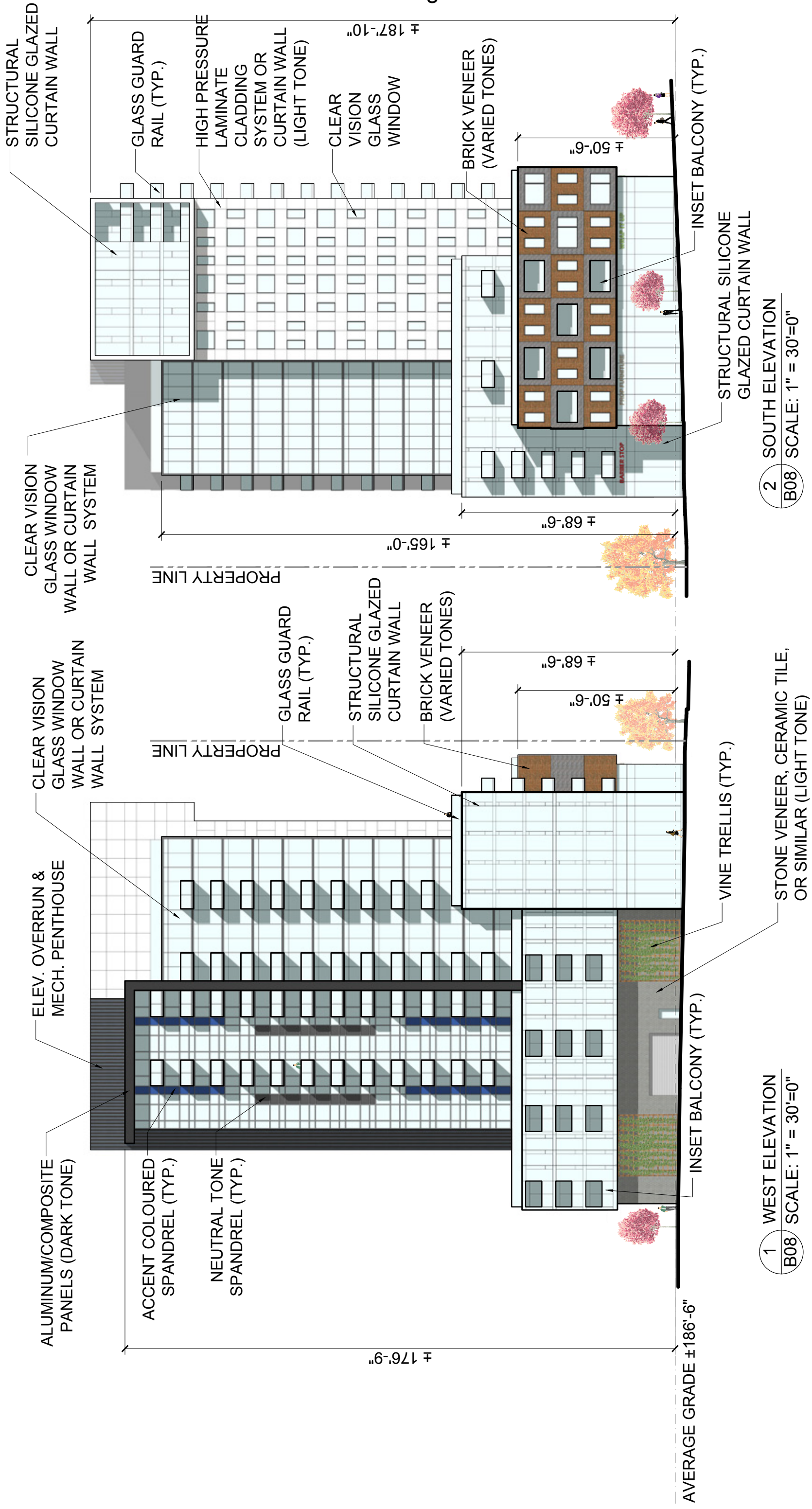




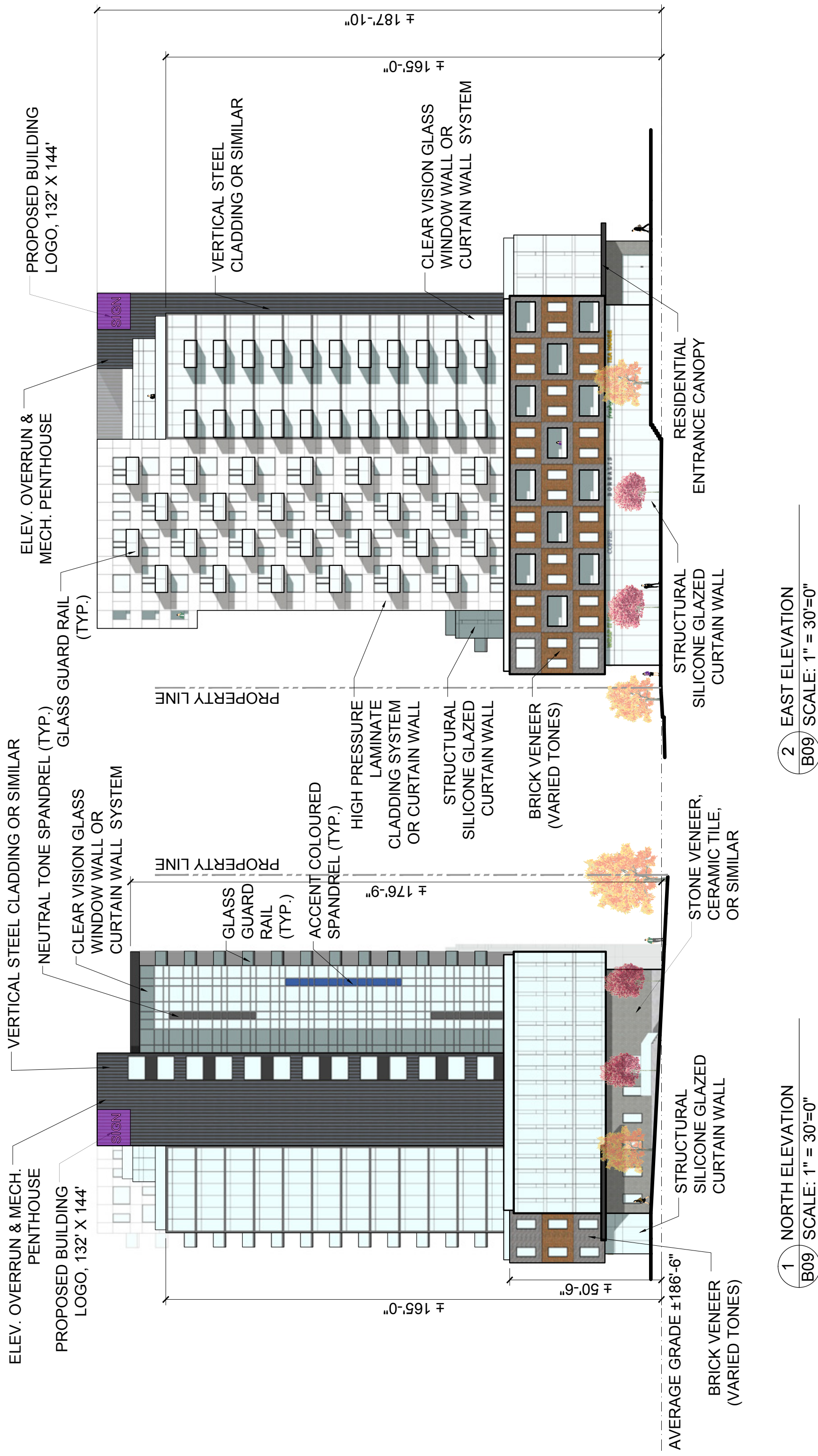




Schedule F - Building B Elevations



Schedule F - Building B Elevations



1 NORTH ELEVATION  
B09 SCALE: 1" = 30'=0"

2 EAST ELEVATION  
B09 SCALE: 1" = 30'=0"

# BUILDING B DRAWING PACKAGE

## Schedule G - Building B Floor Plans

**BUILDING B DATA TABLE**

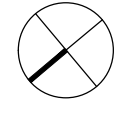
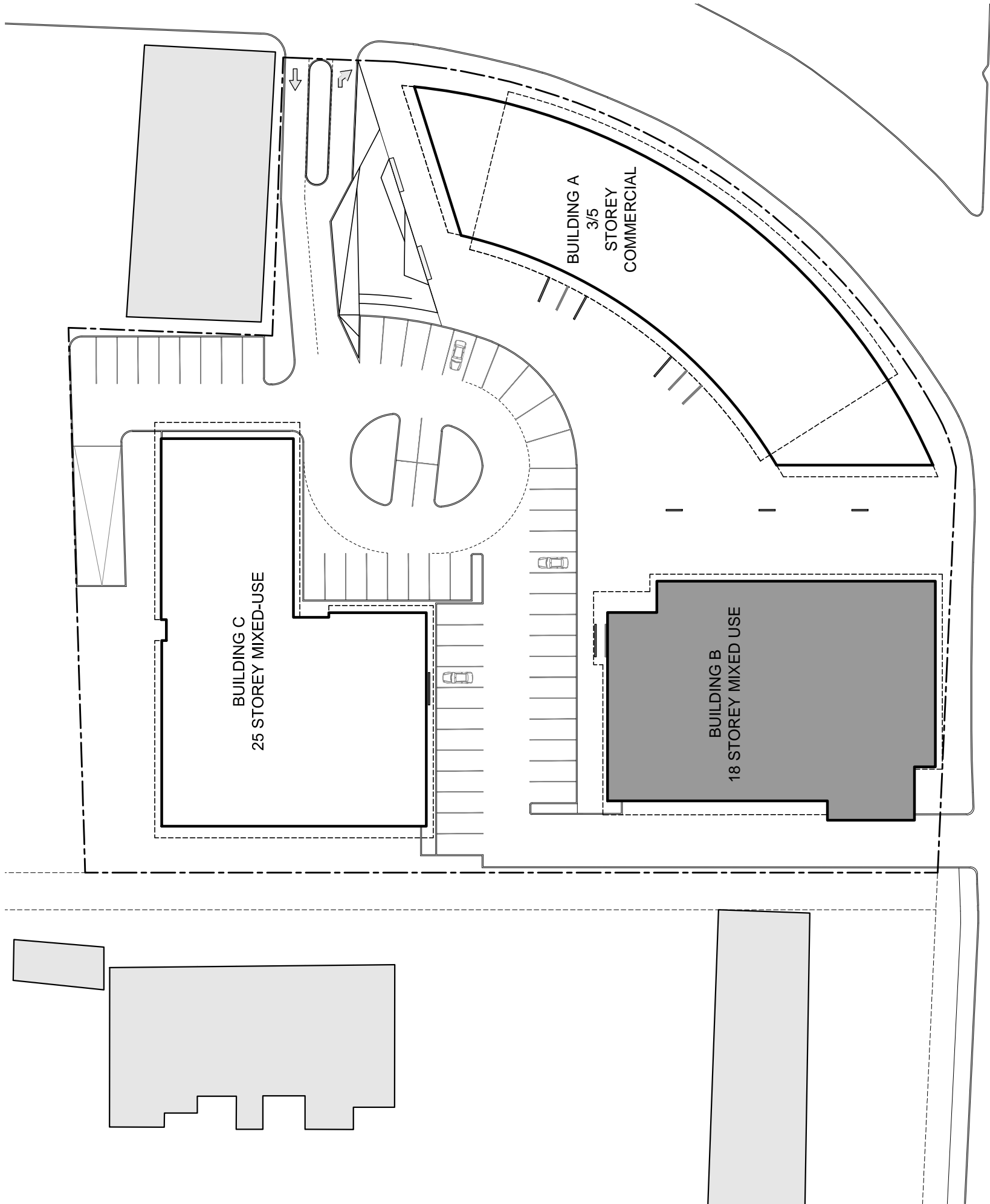
LEVEL	1BR	1BR + DEN	2BR	3BR	TOTAL
200-400	3	12	12	6	33
500-600	12	2	4	-	18
700-1500	45	9	18	-	72
1600	5	1	2	-	8
1700	3	-	1	-	4
1800	-	-	-	2	2
<b>TOTALS</b>	<b>68 (50%)</b>	<b>24 (17%)</b>	<b>37 (27%)</b>	<b>8 (6%)</b>	<b>137</b>

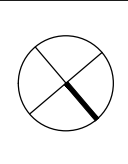
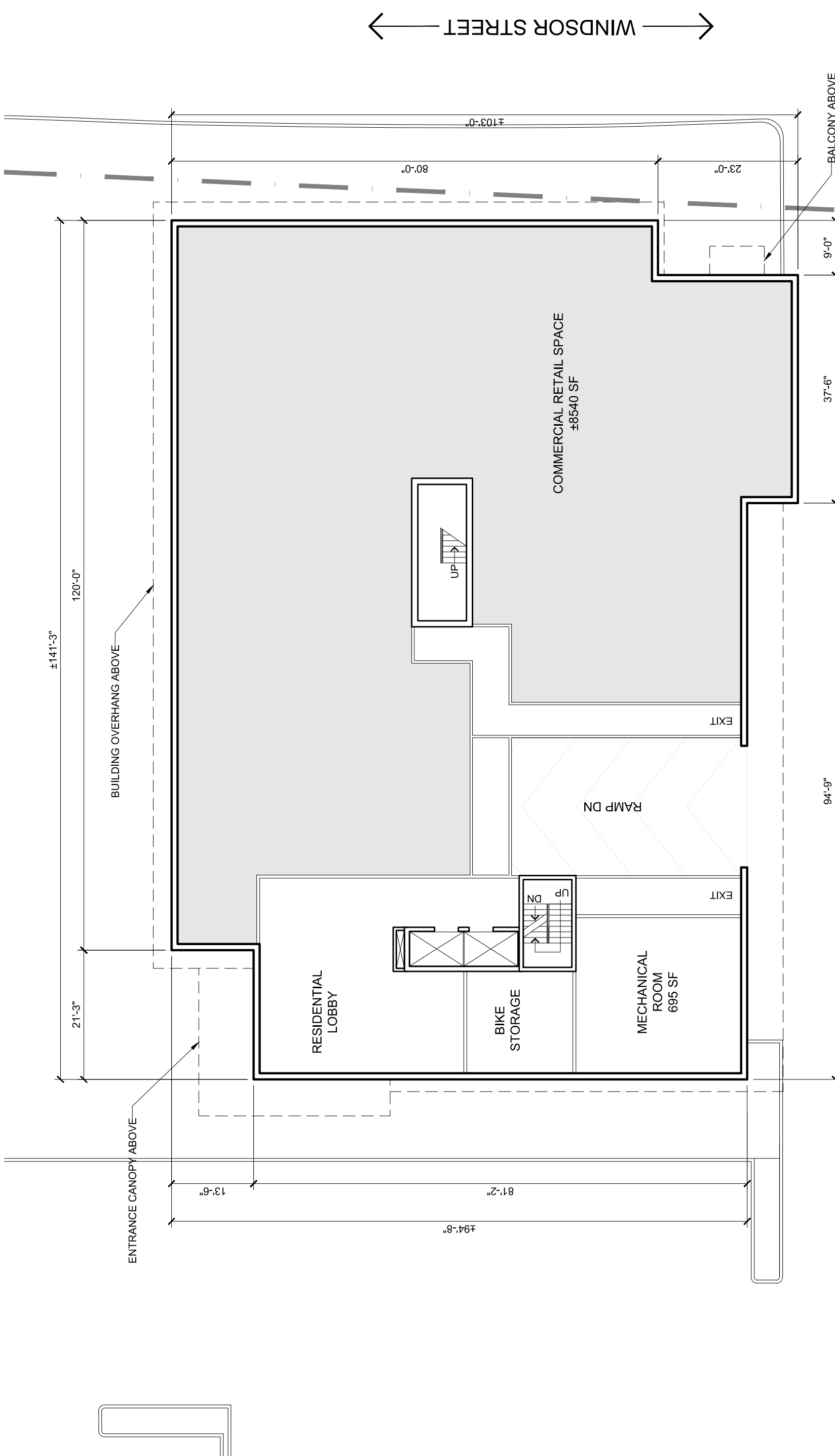
  

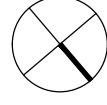
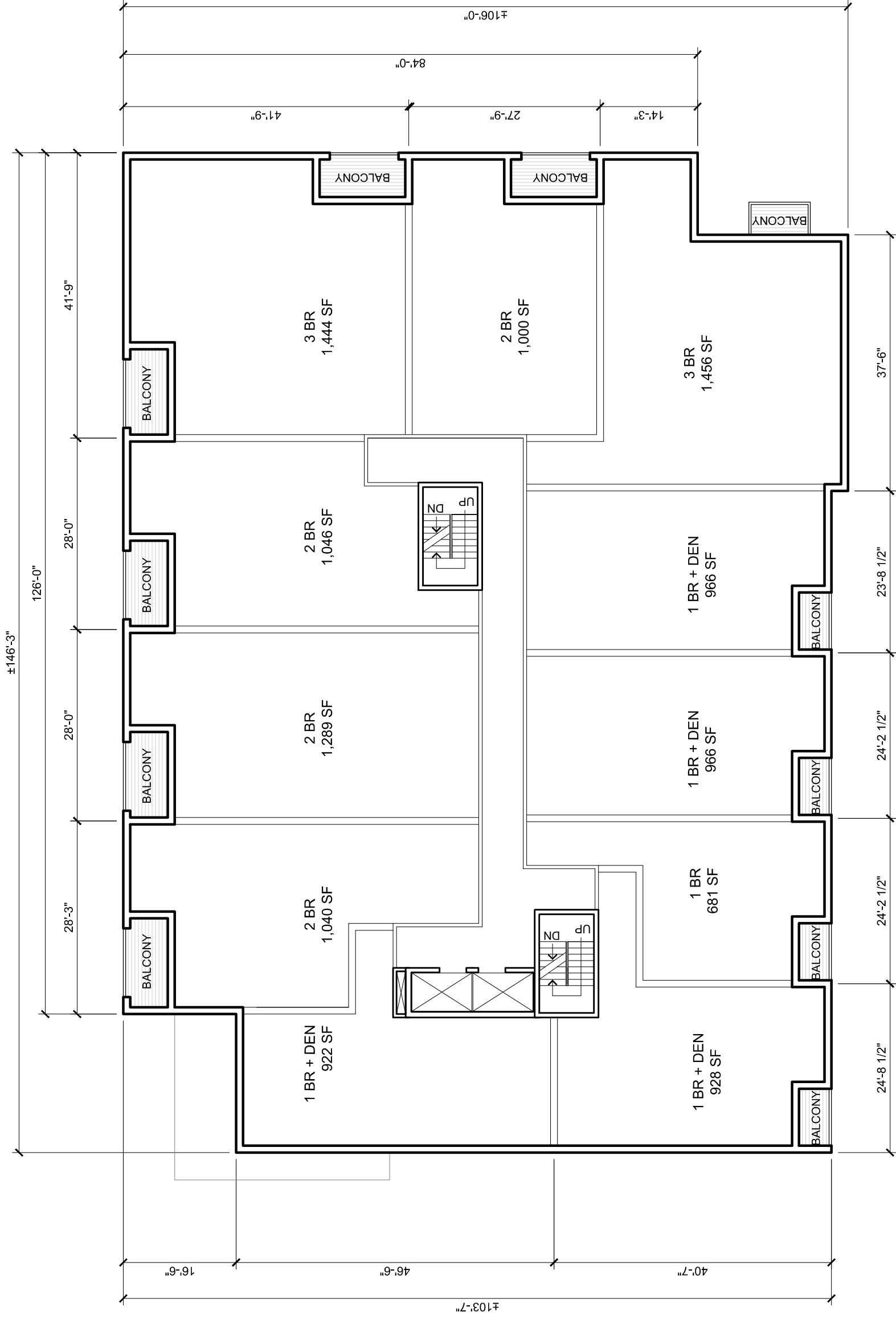
DENSITY	1 BR UNITS	2+ BR UNITS	TOTAL
	92 x 2 ppl		184
	45 x 2.25 ppl		101
			285

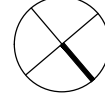
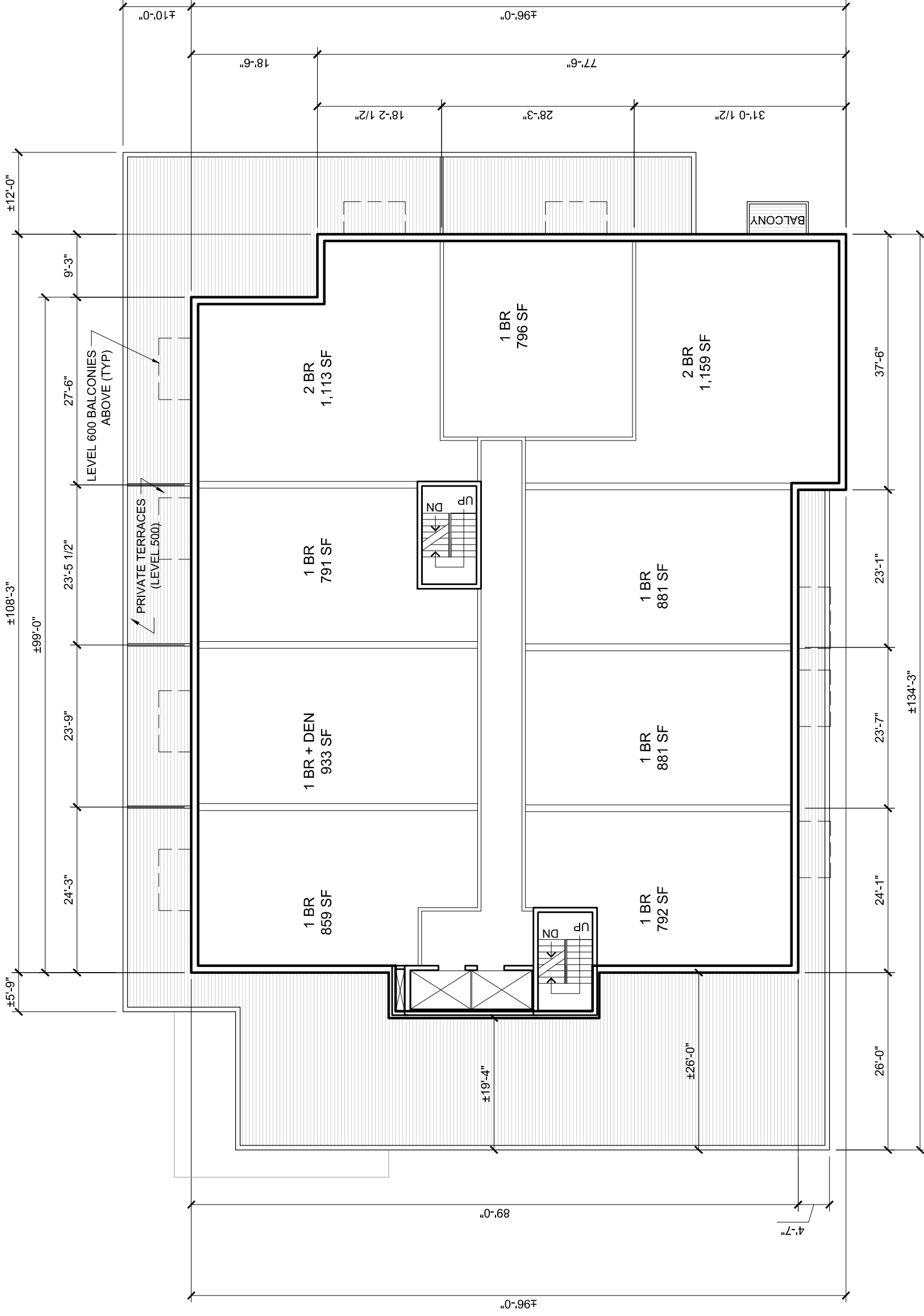
  

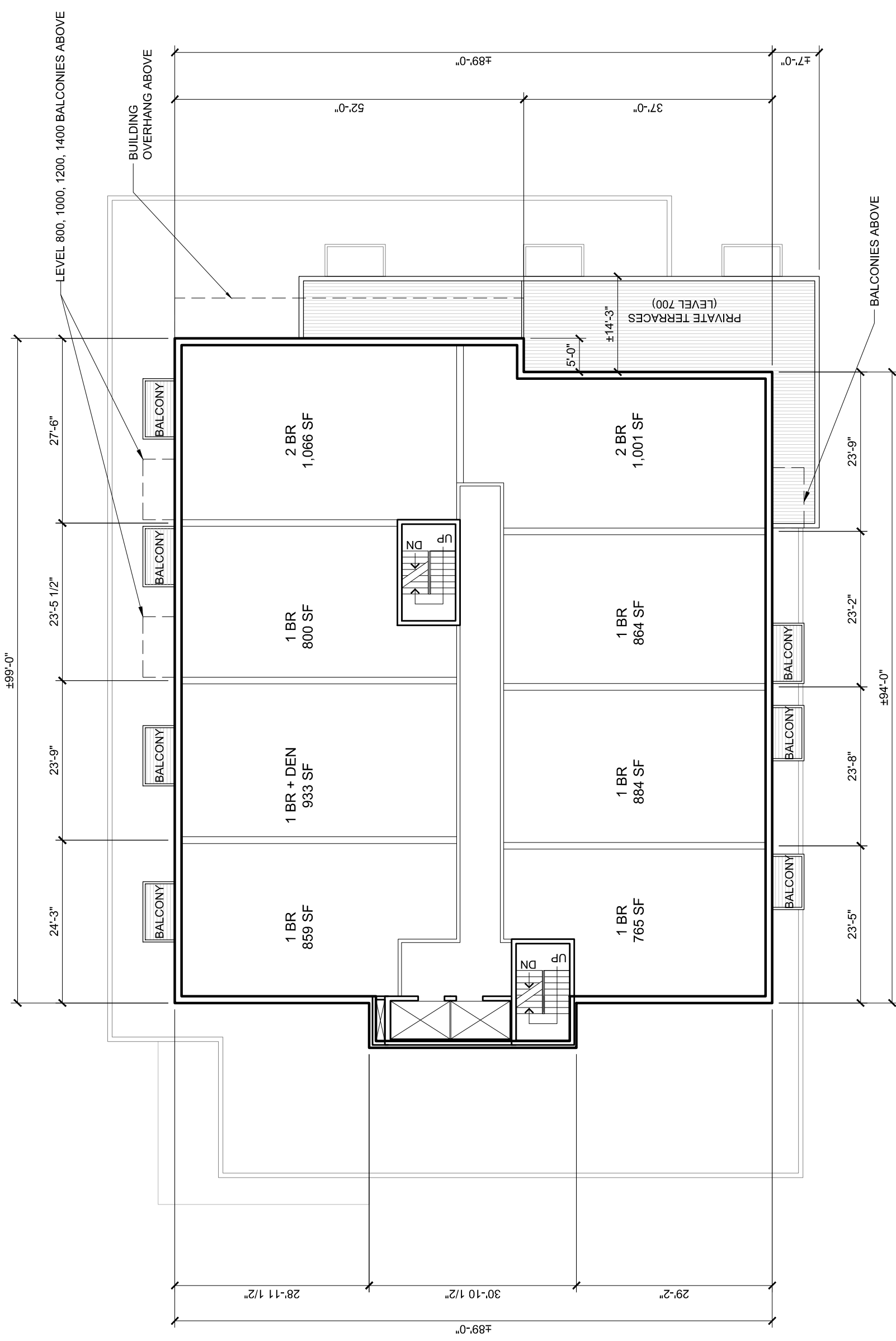
INDOOR AMENITY SPACE AREA (LEVEL 1700):	± 884 SF
OUTDOOR AMENITY SPACE AREA (LEVEL 1700):	± 1,662 SF
GROUND FLOOR COMMERCIAL RETAIL AREA:	± 8,540 SF



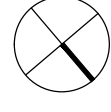
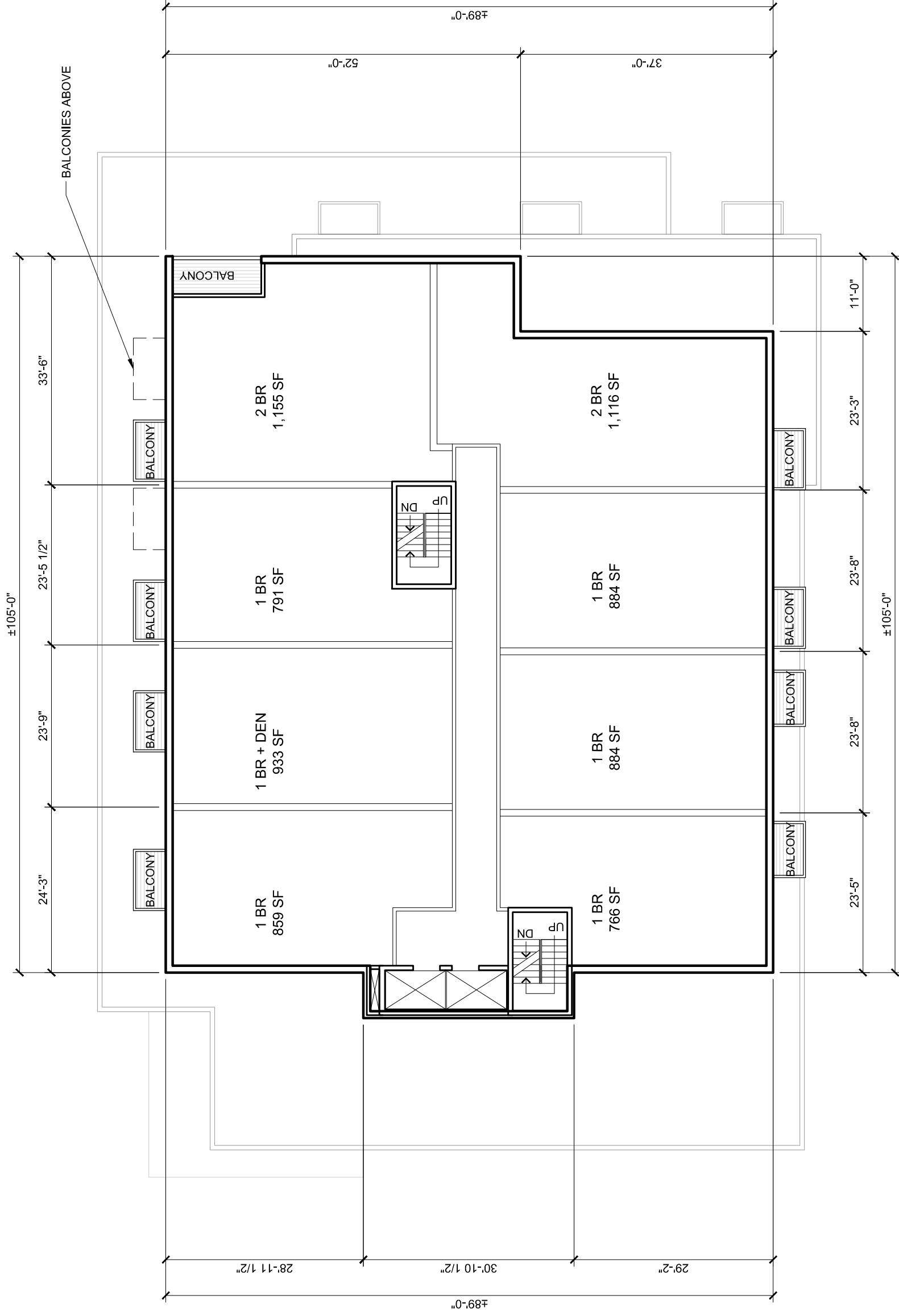


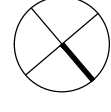
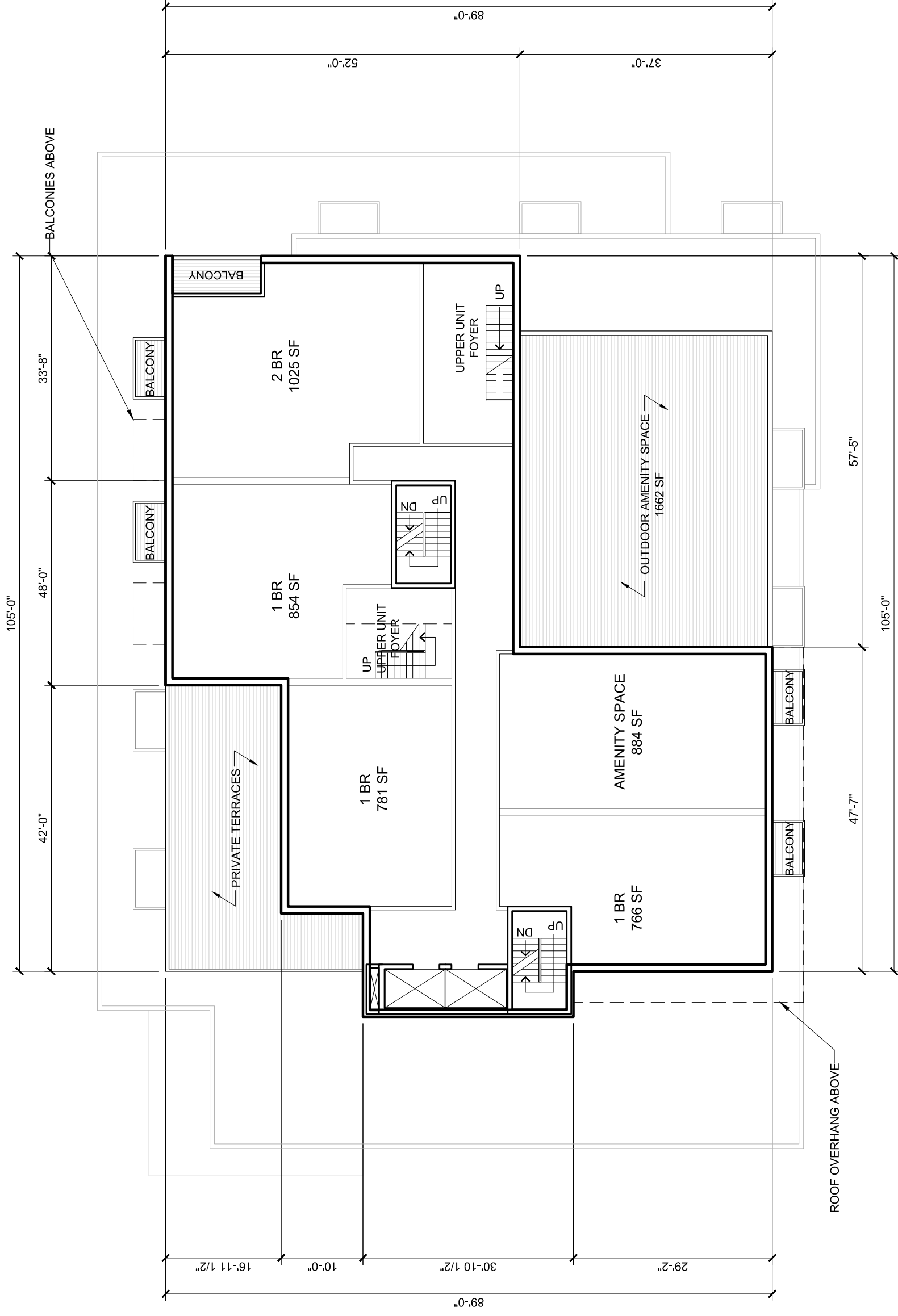


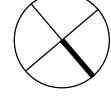
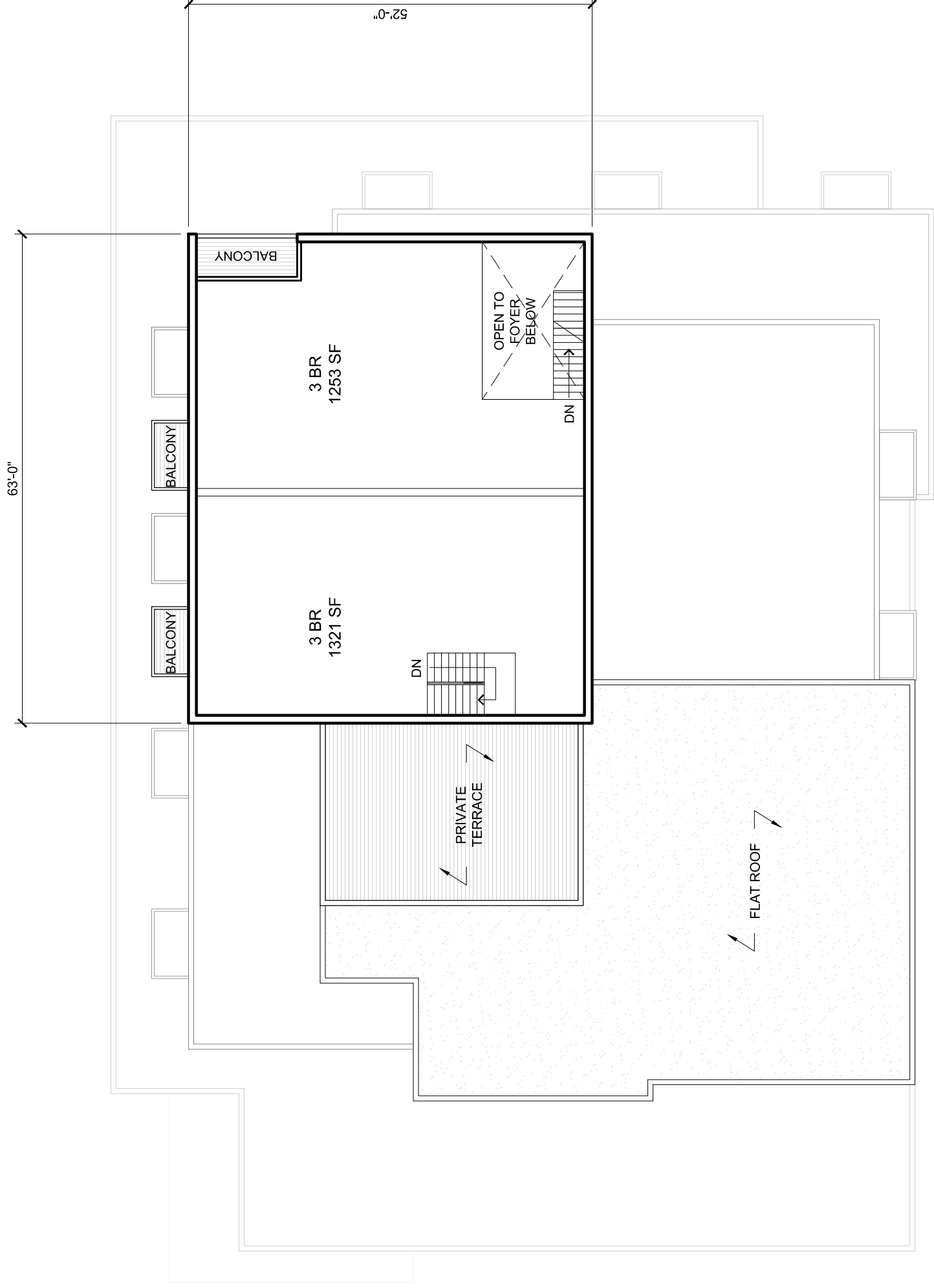


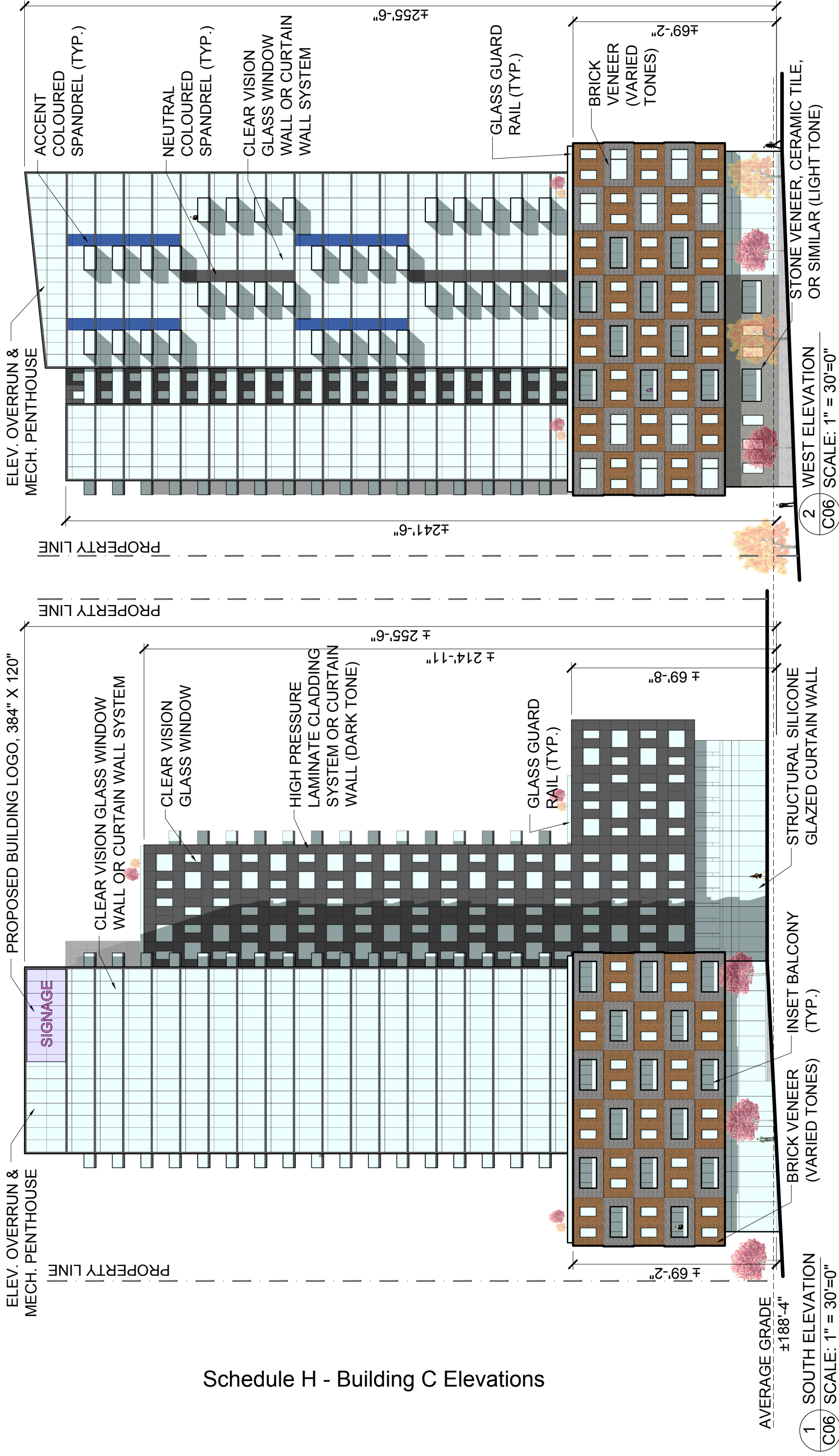






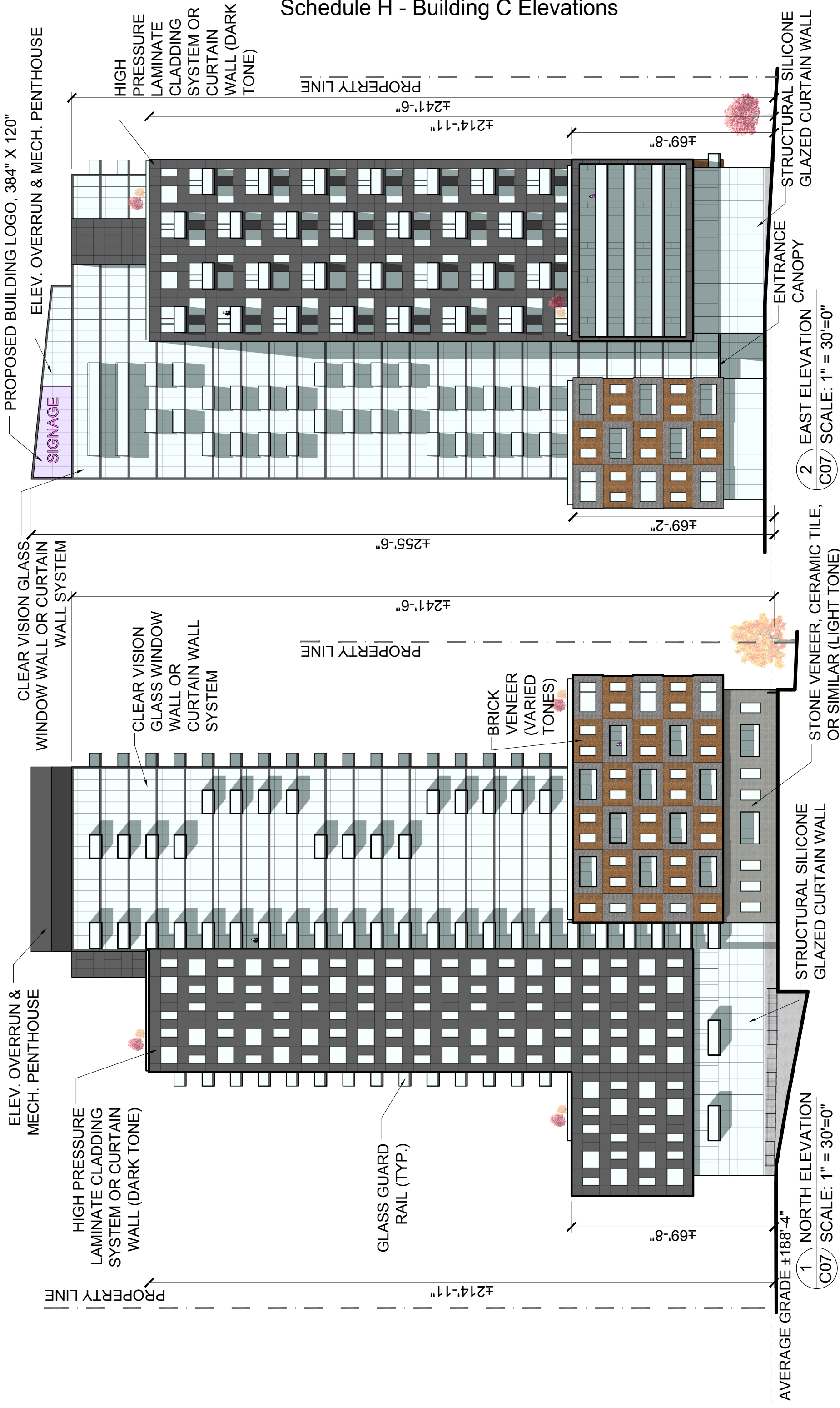






Schedule H - Building C Elevations

Schedule H - Building C Elevations



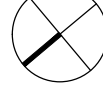
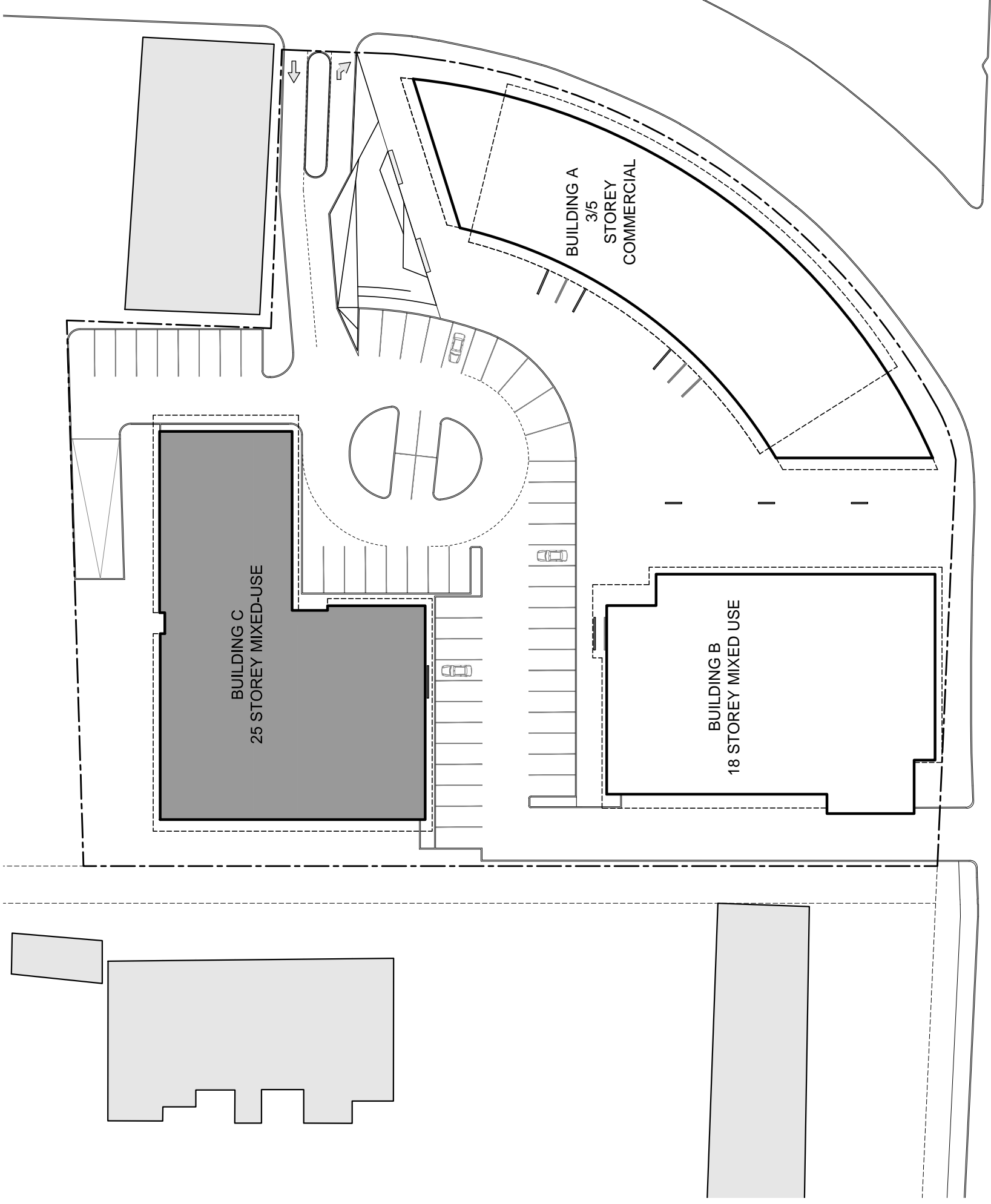
# BUILDING C DRAWING PACKAGE

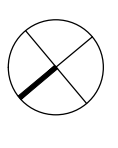
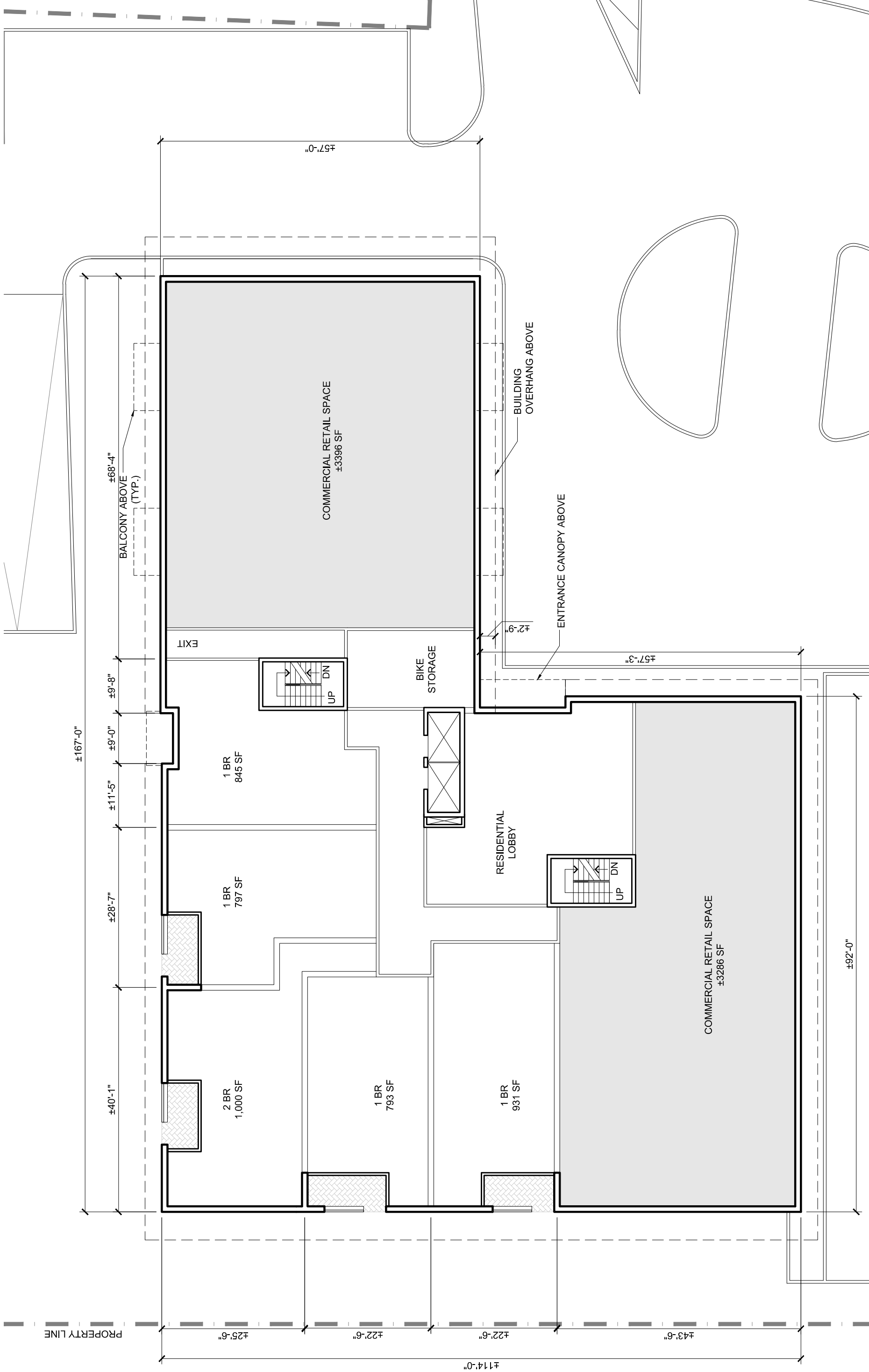
BUILDING C DATA TABLE

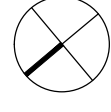
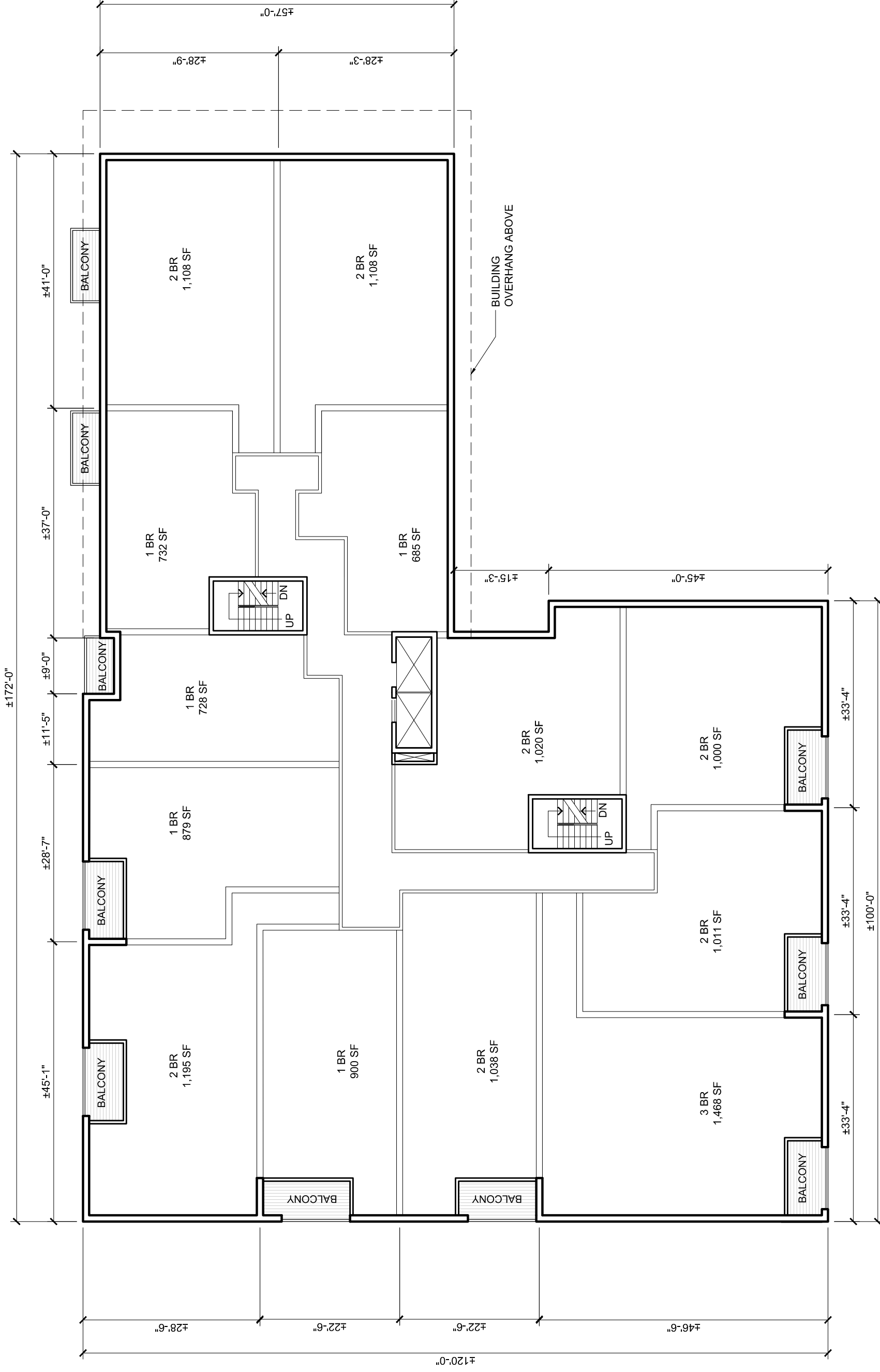
LEVEL	1 BR	2BR	3BR	TOTAL
GROUND	4	1	-	5
200	5	7	1	13
300-600	20	28	4	52
700-2100	45	74	-	119
2200-2400	3	9	3	15
<b>TOTALS</b>	<b>77 (38%)</b>	<b>119 (58%)</b>	<b>8 (4%)</b>	<b>204</b>

DENSITY

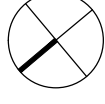
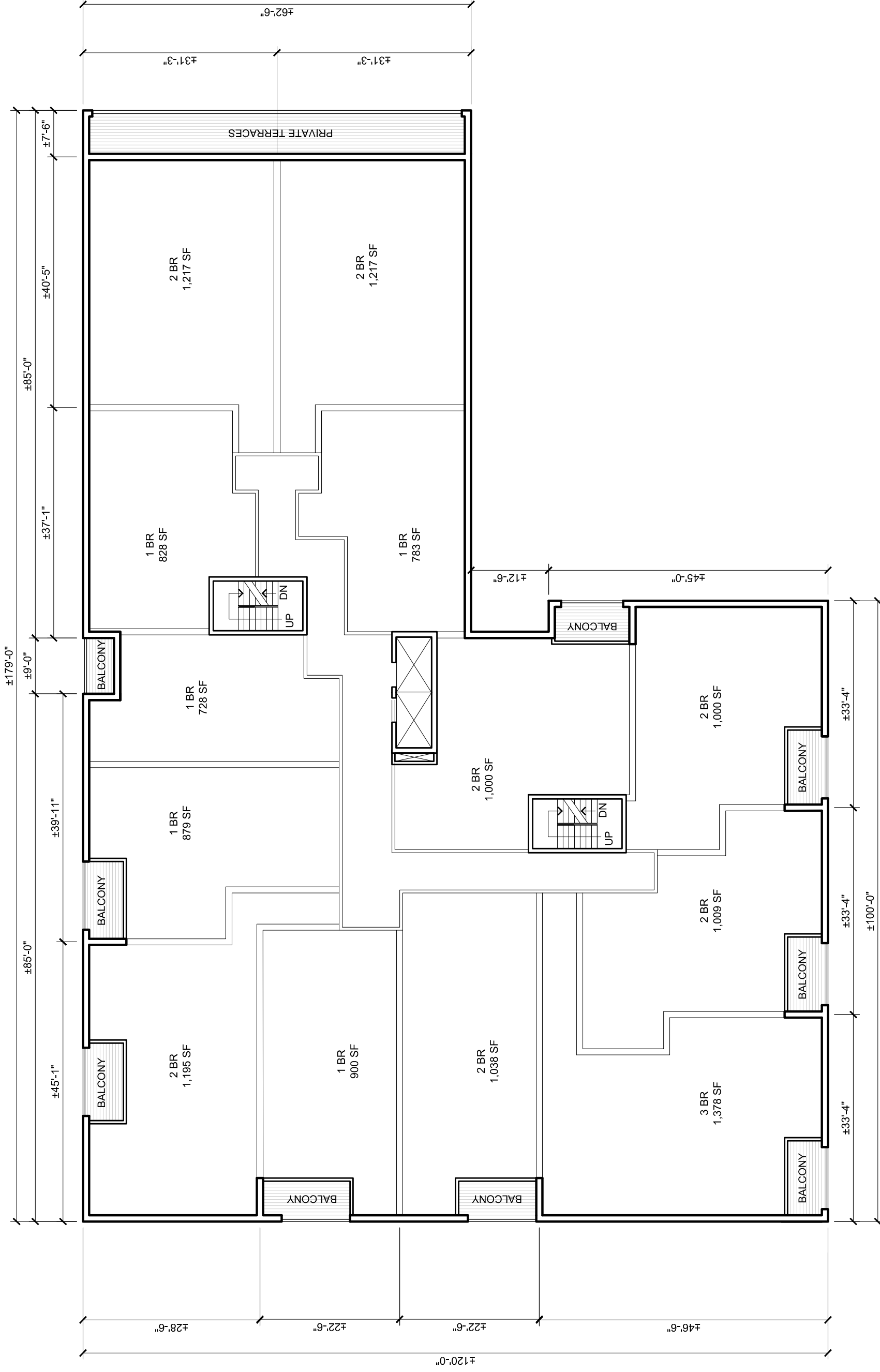
1 BR UNITS	77 x 2 ppl	154
2+ BR UNITS	127 x 2.25 ppl	286
<b>TOTAL</b>		<b>440</b>
INDOOR AMENITY SPACE AREA (LEVEL 700):		± 1,113 SF
OUTDOOR AMENITY SPACE AREA (LEVEL 700):		± 1,615 SF
GROUND FLOOR COMMERCIAL RETAIL AREA:		± 6,682 SF

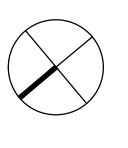
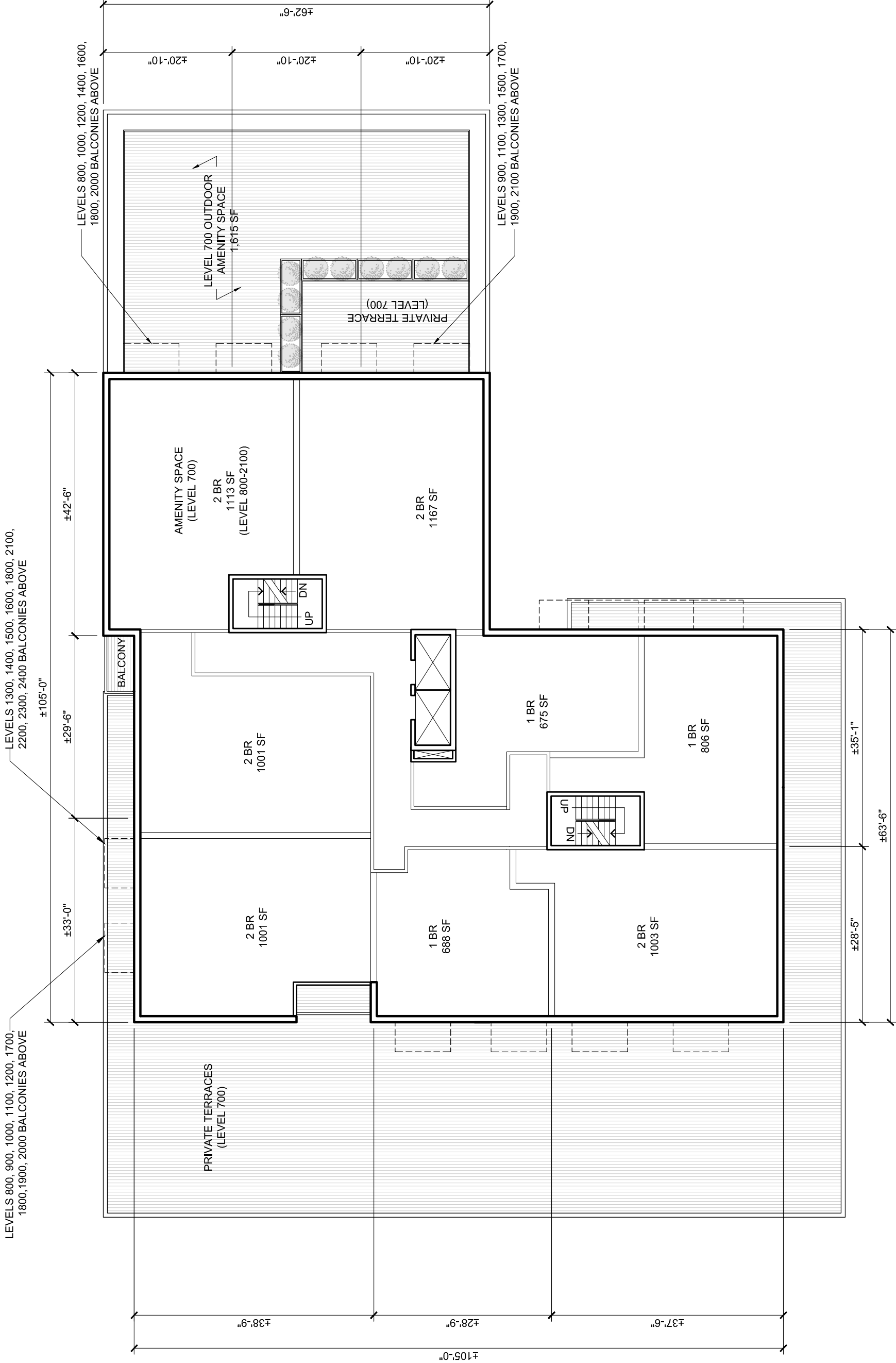


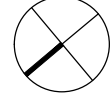
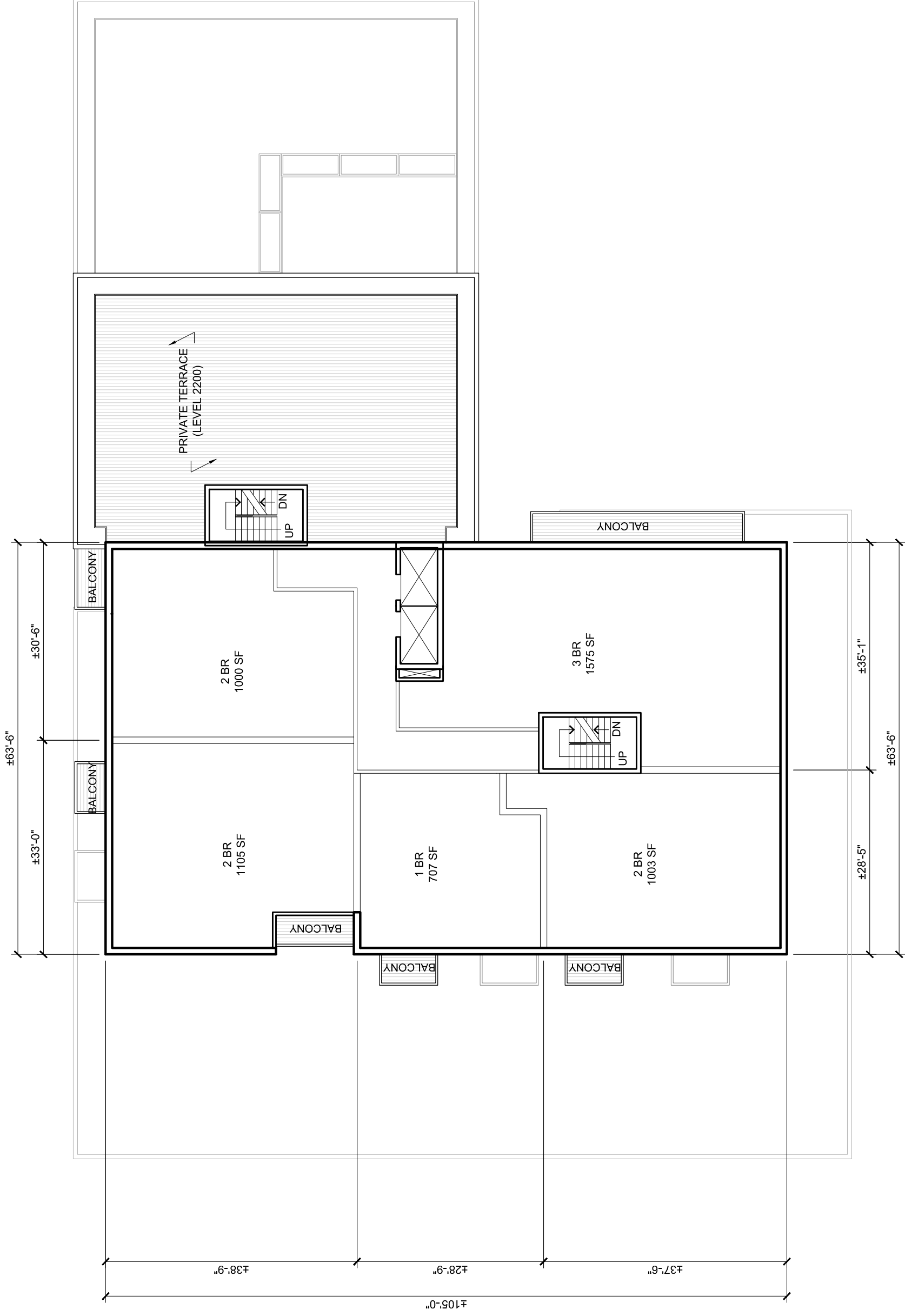












# Schedule J Landscape Plan

## LEGEND

