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**Item No. 10.1.2**  
**Halifax and West Community Council**  
**First Reading July 10, 2018**  
**August 7, 2018**

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

**-Original Signed-**

**SUBMITTED BY:**

\_\_\_\_\_  
Kelly Denty, Acting Director, Planning and Development

**-Original Signed-**

\_\_\_\_\_  
Dave Reage, Acting Chief Administrative Officer

**DATE:** May 22, 2018

**SUBJECT:** **Case 20901: Amendments to an Existing Development Agreement for the Boss Plaza, Dutch Village Road and Alma Crescent, Halifax**

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**ORIGIN**

Application by Upland Urban Planning and Design Inc..

**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 amending development agreement, as set out in Attachment A of this report, to allow amendments to the Boss Plaza mixed-use development at Dutch Village Road and Alma Crescent, Halifax and schedule a public hearing;
2. Approve the proposed amending development agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
3. Require the amending development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval 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**

Upland Urban Planning and Design Inc., on behalf of the property owner (3260120 Nova Scotia Limited in Trust for the Halifax West Trust), has applied for amendments to an existing development agreement (Municipal Case No. 01254) that enables a mixed-use development referred to as the Boss Plaza, located at Dutch Village Road and Alma Crescent, Halifax (Maps 1 and 2, Attachment A). The Boss Plaza development is partially occupied as ongoing construction takes place. The related park improvements to the HRM-owned community/ neighbourhood park, located behind the development site off Coronation Avenue, which is required by the existing agreement, have been carried out by the property owner and are substantially completed.

<b>Subject Site</b>	Supreme Court (private), off Dutch Village Road, Halifax
<b>Location</b>	West side of Dutch Village Road west of Alma Crescent
<b>Regional Plan Designation</b>	Urban Settlement
<b>Community Plan Designation (Map 1)</b>	Community Facilities, Fairview Secondary Planning Strategy (Section VII of Halifax MPS)
<b>Zoning (Map 2)</b>	P (Park and Institutional) Zone, Halifax Mainland LUB
<b>Size of Site</b>	1.9 hectares (4.7 acres) along Alma Cres/Dutch Village Rd
<b>Street Frontage</b>	Approximately 85 metres (280 feet)
<b>Current Land Use(s)</b>	Mixed-use development (under construction)
<b>Surrounding Use(s)</b>	The surrounding area is primarily comprised of: <ul style="list-style-type: none"> <li>• Minor commercial uses along Dutch Village Road, Titus Street and Alma Crescent to the east;</li> <li>• Residential uses including single family, duplex, semi-detached, townhouse dwellings and apartment buildings to the south, north, and west; and</li> <li>• Institutional uses including churches and daycares in the surrounding neighbourhood.</li> </ul>

### **Existing Development Agreement**

The existing development agreement (Attachment C) was approved by Chebucto Community Council on February 6, 2012, following Regional Council's adoption of site-specific amendments to the Municipal Planning Strategy and Land Use By-law. The Agreement provided for the following:

- A mixed-use, interconnected development of varying building heights, fronting on Dutch Village Road with a common underground parking level;
- Commercial/ institutional uses (maximum of 116,000 sq.ft. total area) distributed as follows:
  - 6-storey, 60,000 sq. ft. commercial building (Bldg. A) with retail on ground floor and offices on remaining 5 floors;
  - 3-storey, 27,000 sq.ft. commercial building (Bldg. B) with retail on ground floor and offices on upper floors; and
  - one-storey retail building (Bldg. E) with ground floor retail, institutional and/or residential uses at the base of the residential towers;
- Approximately 130 apartment units within two 7-storey towers (Buildings C & D), set above a commercial or mixed-use ground floor level. Maximum residential population of 300 persons;
- A total of 375 underground parking spaces and an additional 75 surface spaces for a total of 450 parking spaces (approximate); and
- Subdivision and retention by HRM of a proposed Community / Neighbourhood Park area at the western end of the site (since completed) and related developer improvements to these lands which include the installation of park infrastructure, mitigation of drainage issues and provision of a public walkway through the site linking Coronation Avenue and the park to Dutch Village Road.

The Agreement was subsequently amended in 2014/15 to allow for the subdivision of the property into three parcels or components, each of which have at least 60 feet of frontage on the public street. Additionally, a one-year extension to the timeframe for commencement of the development was granted.

### **Proposal Details**

The applicant has applied for amendments to the existing development agreement that enables a mixed-use development on the site (Attachment A). The development has been divided into five building components, referred to as Buildings A through E. The major aspects of the proposed agreement amendments are as follows:

- Proposed changes to the architectural design and appearance of building portions A through E to provide a more contemporary look, including some changes to exterior building materials, (changing from pre-cast or cement panels to aluminum and tile panels) and changes to window patterns, balconies and architectural treatments;
- Change of use of the upper floors of Buildings A and B from office to residential use, resulting in a greater number of floors but no significant increase in either the height of buildings (between 3 and 5.5 feet difference) or the population density of the overall development;
- Additional commercial ground-floor area at the western end of Building C;
- The reduction of residential balcony sizes on Building C, resulting in additional internal floor area with no expansion to the floor plate;
- The ability to have up to three parking levels under Buildings A and B, without changing the overall number of required parking spaces for the development. There is currently one parking level below Buildings C, D and E;
- The ability to have rooftop landscaping and amenity space above Buildings A and B in exchange for the elimination of rooftop landscaping on Building E;
- The relocation of decorative landscaping onto the podium rooftop of Building C above the ground-floor space, instead of on the podium level directly below; and
- Changes to the sign requirements to allow one additional pylon (ground) sign, for a total of two signs, to be located on opposite sides of the main driveway ("Supreme Court").

A detailed breakdown of building changes for each "Building" component of the development is as follows (Schedule B1 of Attachment A):

Building A: Approximate number of dwelling units = 84; Approximate floor area = 100,000 sq. ft.;

- Change from office and ground-floor commercial to a residential / commercial building;
- Change from 6 commercial floors to 8 floors (7 residential, 1 commercial); and
- Increase in building height by approximately 5 ft., 8 in. (from approximately 74 ft. to 80ft.);

Building B: Approximate number of dwelling units = 28; Approximate floor area = 45,000 sq. ft.

- Change from office and ground-floor commercial to residential/ commercial building;
- Change from 3 commercial floors to 4 floors on smaller footprint (3 residential, 1 commercial);
- Residential balconies at the rear of Building B amended to be smaller "French" balconies with less depth; and
- Increase in building height by approximately 3 ft. (from approximately 38 ft. to 41ft.).

Building C: Approximate number of dwelling units = 99; Approximate floor area = 135,000 sq. ft.;

- Increase in the allowable tower floor area size from 13,500 to 15,000 square feet per floor. This would allow for smaller balconies and slightly larger and reconfigured bedrooms; and
- Increase in ground-floor commercial space, on the western end of the podium, by 8,600 square feet. Total floor area increase (Building C only): 19,100 sq. ft.

Building D & E: Approximate number of dwelling units = 104; Approximate floor area = 135,000 sq. ft.;

- No additional changes, other than exterior architectural design changes noted above.

### **Required Amendment Process**

Building C is currently under construction while Buildings D and E are partly occupied. The proposed changes to Buildings C, D and E cannot proceed without approval of the proposed amending agreement and subsequent revisions to municipal permits.

The proposed changes to the number of floors in Buildings A and B are a substantive amendment to the existing agreement. A public hearing is required for substantive amendments. All of the other proposed amendments are non-substantive amendments under Section 5.2 of the existing agreement (Attachment C). Non-substantive amendments are not subject to a mandatory public hearing but Council may choose to hold a hearing. Given that a public hearing is already required for the proposed substantive amendments, staff recommend that the non-substantive changes be included in the hearing process to ensure Council has the benefit of a full range of perspectives on all proposed changes prior to making the decision.

### **Compliance Issues**

The property is currently the subject of a land use compliance case related to:

- the unauthorized occupancy of portions of the first phase of development (Buildings D and E); and
- the unauthorized construction of portions of phase one (Buildings D and E) and phase two (Building C) primarily relating to unauthorized changes to the exterior appearance and building materials.

In addition, some unauthorized construction resulted in the underground parking along the northeast wall of Building C being closed off from the future underground parking levels of Buildings A and B. This does not comply with the approved traffic impact statement for the development. The developer has agreed to create an opening in the parking level wall which would reinstate vehicular circulation and bring the proposal back into compliance with the approved traffic impact statement., Sections 2.2.1 (d) and 2.2.4 have been included in the amending agreement (Attachment A) to require that completion of this work is documented prior to the issuance of Construction Permits for Buildings A and B or occupancy of Building C.

Municipal compliance issues to date will be resolved through the legal process and the applicant wishes to resolve the remainder of the compliance issues on a go-forward basis through the proposed amending agreement (Attachment A).

Notwithstanding the presence of these compliance issues, staff's assessment of the proposed amendments and the recommendations within this report, have been solely based on the technical merits of the application and the level of compliance with the applicable Municipal Planning Strategy policies. Council's consideration of the proposal should be in that same context. Any subsequent Council decisions must be made based on compliance or non-compliance with the existing applicable Municipal Planning Strategy policies.

### **Enabling Policy and LUB Context**

The subject site is designated Community Facilities under the Halifax Municipal Planning Strategy (MPS), Fairview Secondary Planning Strategy, and zoned P (Park and Institutional) under the Halifax Mainland Land Use By-law (LUB).

Policies 1.9 and 1.9.1 of the Fairview Secondary Planning Strategy (Section VII of the MPS) allow Council to consider a mixed-use development on this site by development agreement (Attachment B). Through this process, Council can evaluate the proposal's compatibility with and impact on adjacent development, in terms of the design, massing, location and height of buildings, the provision of landscaping and useable open space, overall site design and servicing.

## **COMMUNITY ENGAGEMENT**

The community engagement process on this file has been consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, and letters mailed to property owners within the notification area. The public comments received include the following topics:

- Concern with additional building height in the proposed amendments;
- Concern with removing the requirement for perimeter fencing of the site in the landscaping provisions, due to lack of natural screening;
- Concern with unauthorized building design changes;
- Impact of changes on traffic, infrastructure and site servicing;
- Details of parking to be provided on the site; and
- Details on the completion of work on the community/ neighbourhood park and overall construction.

As a result of public comments and concerns raised by staff, the applicant amended the proposal by withdrawing the initial requests for one additional floor on Building B as well as the request to eliminate perimeter fencing of the site in the landscaping section of the agreement.

A public hearing must be held by Halifax and West Community Council before they can consider approval of the proposed development agreement. Should 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 have reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

### **Proposed Development Agreement**

Attachment A contains the proposed amending development agreement for the subject site. The proposed agreement addresses the following matters:

- permitting changes to the architectural design and appearance of the buildings, including changes to exterior building materials;
- allowing for a change of use of the upper portions of Buildings A and B from office to residential use, resulting in a greater number of floors but no significant increase in either the building height or the population density of the overall development;
- additional commercial ground-floor area at the western end of Building C and the reduction of residential balcony sizes and additional internal floor area above the ground floor;
- ability to have a third parking level under Buildings A and B;
- allowing landscaping changes including rooftop landscaping/ amenity space above Buildings A and B, the elimination of rooftop landscaping on Building E, and decorative (passive) landscaping on the podium rooftop of Building C; and
- to allow one additional pylon (ground) sign.

Of the matters addressed by the proposed amending development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

### Building Design, Height and Compatibility

The proposed design and material changes to the buildings are intended to provide a consistent design theme for all buildings but in a more contemporary manner. The proposed materials are compatible with and complement other mixed-use buildings found in the surrounding area. The changes to the patterns of windows and architectural treatments are relatively minor in nature.

Building A is proposed to have an increase in the measured height of 5.5 feet and Building B is proposed to have an increase of approximately 3 feet. Uses on the upper floors in both buildings are proposed to change from commercial to residential. Minimum ceiling height requirements for residential uses are less than those required for commercial uses. That reduced requirement, when combined with the relatively minimal measured height increases, results in capacity for additional floors without significant changes to external building dimensions. The number of floors in Building A is proposed to increase from 6 to 8 and the number of floors in Building B is proposed to increase from 3 to 4.

The portion of Building B which abuts Building C will be reduced to one storey, thereby reducing its overall mass and increasing the separation distance between the two building components. Residential balconies at the rear of Building B will be changed to smaller “French” or “Juliette”-style balconies with less depth, thereby reducing the impact on abutting residential properties to the rear.

The change of use from commercial to residential is not anticipated to have a negative impact on adjacent properties. Additionally, the proposal will remain substantially the same in terms of building setbacks and mass in relation to adjacent properties.

### Landscaping and Amenity Space

The existing development agreement requires a combination of ground-level and podium landscaped areas throughout the site, rooftop space above Building E and upgrades to the community / neighbourhood park. The current application proposes to relocate the rooftop landscaped area from Building E to spaces on the rooftop levels of Buildings A and B. This new rooftop space is proposed to be a combination of active/amenity space and passive space. The landscaped space on the podium roof of Building C will generally be passive/ inaccessible space. There will be no net loss of landscaped area overall.

### Parking and Storage

Under the existing agreement, a combination of underground parking and surface parking is proposed to accommodate a minimum of 450 spaces. This includes space for bicycle facilities and areas set aside for solid waste storage. No changes in parking requirements are contemplated in the proposed amendments.

### Traffic, Circulation and Servicing

Addendums to the original Traffic Impact Study (TIS), were prepared by the developer’s consultants in 2015 and 2017. These updated studies were reviewed by HRM and deemed acceptable, provided that the developer creates an opening in the parking level wall of Building C to allow for complete interconnection between Buildings A through E, prior to the issuance of Construction Permits for Buildings A and B and the occupancy of Building C. This requirement has been incorporated into the proposed amending development agreement.

An access easement has been established for the adjacent property at Civic #31 Alma Crescent to secure a permanent right of access for the benefit of that property. The pedestrian walkway access through the site, which links the Community/ Neighbourhood Park to Dutch Village Road, will also be maintained via an easement.

The proposed amendments were reviewed by Halifax Water and no concerns were identified. There will be no significant increase in the population density of the overall development resulting from the proposed change of use from commercial to residential and the additional floor space in Buildings A, B and C. The developer will be required to prepare a wastewater capacity analysis prior to the issuance of construction permits for Buildings A and B.

### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The proposed changes to the design and use of buildings and resulting changes to the number of floors and landscaped areas do not materially change the overall development or result in additional land use impacts. Therefore, staff recommend that the Halifax and West Community Council approve the proposed amending development agreement.

### **FINANCIAL IMPLICATIONS**

There are no budget 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 development agreement. The administration of the proposed development agreement can be carried out within the approved 2018-2019 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 N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed amending development agreement are contained within the Discussion section of this report.

### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications are identified.

### **ALTERNATIVES**

1. Halifax and West Community Council may choose to approve the proposed amending development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Halifax and West Community Council may choose to refuse the proposed amending development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

### **ATTACHMENTS**

Map 1: Generalized Future Land Use  
Map 2: Zoning and Notification Area

Attachment A: Proposed Amending Development Agreement (with Schedules B1 through H1)  
Attachment B: Review of Relevant Sections of the Halifax MPS  
Attachment C: Existing Development Agreement

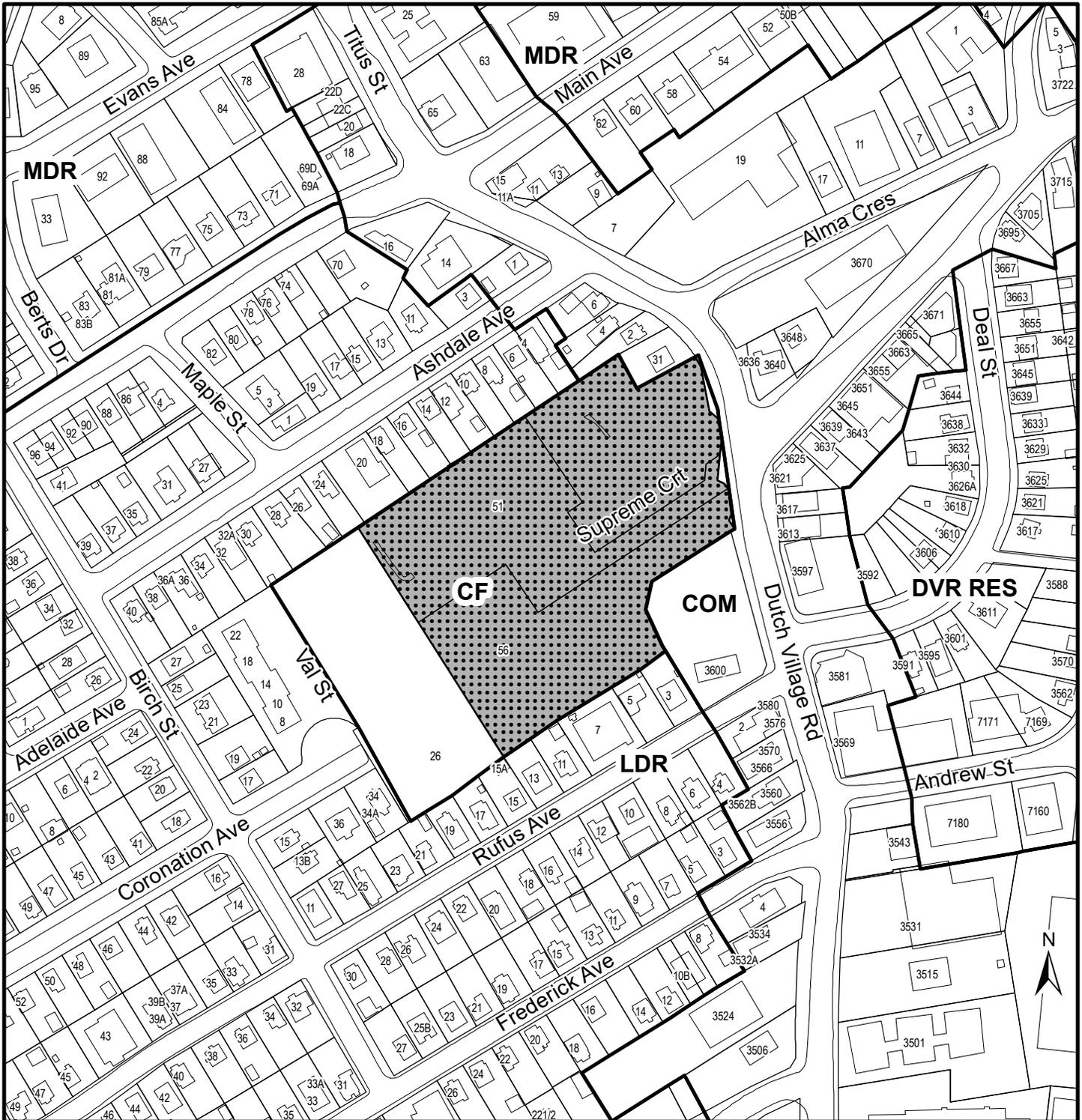
A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Paul Sampson, Planner II, Current Planning, 902.490.6259

***-Original Signed-***

Report Approved by: Steven Higgins, Acting Manager, Current Planning, 902.490.4382

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**Map 1 - Generalized Future Land Use**

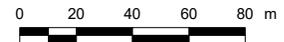
**HALIFAX**

The Boss Plaza, Supreme Crt,  
Halifax

 Subject Properties

**Designation**

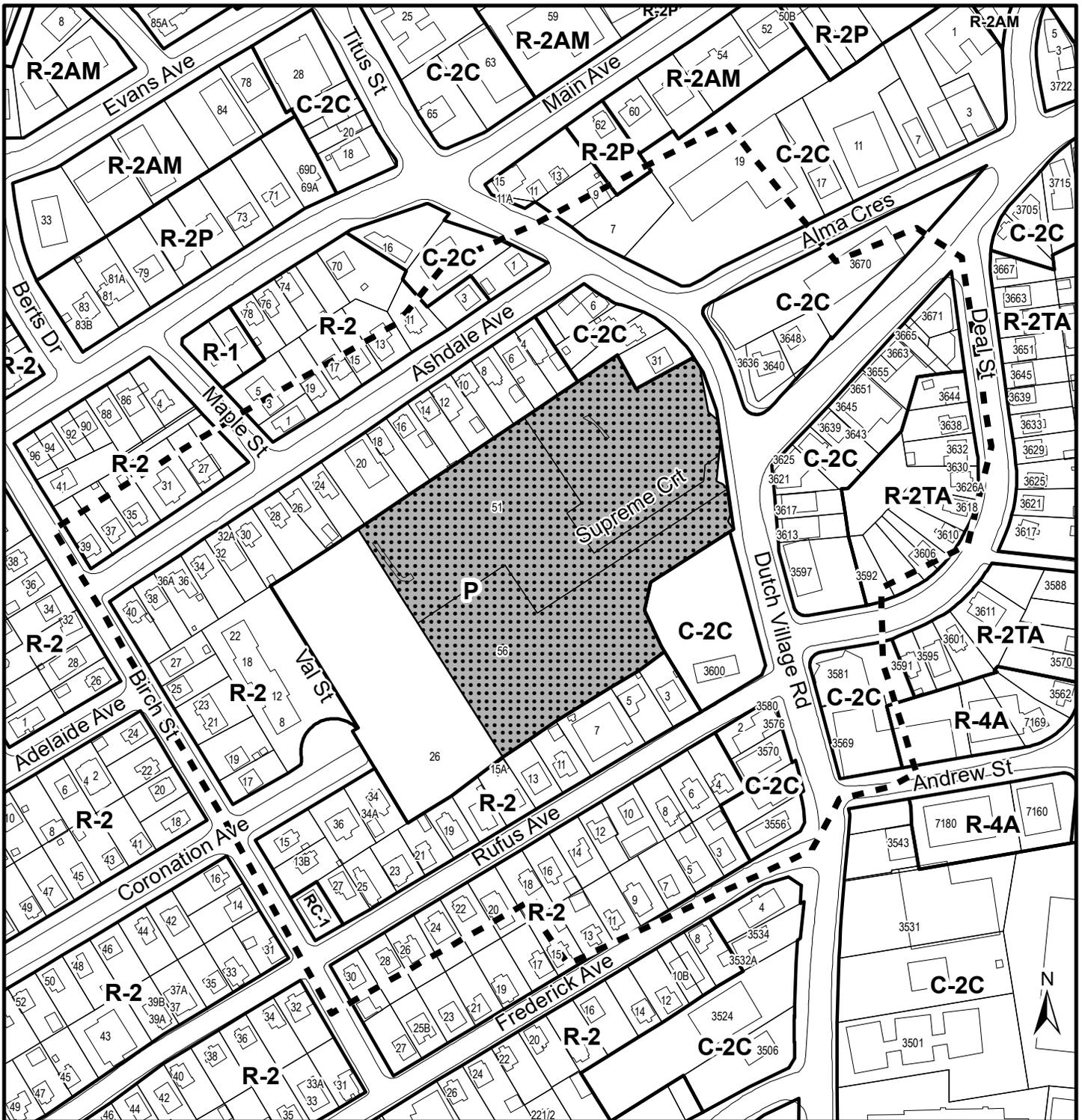
- LDR Low Density Residential
- MDR Medium Density Residential
- COM Commercial
- DVR RES Dutch Village Road Residential



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

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

Halifax Plan Area  
Fairview Secondary Plan Area



## Map 2 - Zoning and Notification

The Boss Plaza, Supreme Crt,  
Halifax

 Subject Properties

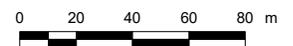
 Area of Notification

Halifax Mainland  
Land Use By-Law Area

### Zone

R-1	Single Family Dwelling
R-2	Two Family Dwelling
R-2AM	General Residential Conversion
R-2P	General Residential
R-2TA	Dutch Village Road Townhouse
R-4A	Dutch Village Road Multi Unit Zone
C-2C	Dutch Village Road Mixed Use
P	Park and Institutional

# 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.

**ATTACHMENT A:**

**Proposed Amending Development Agreement**

THIS SECOND AMENDING DEVELOPMENT AGREEMENT made this        day of  
, 2018,

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 Dutch Village Road and Alma Crescent, Halifax [PID# 41417734, 41417742, 41417759], and which said lands are more particularly described in Schedule A1 hereto (hereinafter called the "Lands");

AND WHEREAS the former Chebucto Community Council of the Municipality approved an application to enter into a Development Agreement to allow for a mixed-use development on the Lands (Municipal Case #01254), which said Development Agreement was registered at the Land Registration Office in Halifax on April 30, 2012 as Document Number 100577684 (hereinafter called the "Original Agreement"), and which applies to the Lands;

AND WHEREAS the Halifax and West Community Council of the Municipality approved an application for non-substantive amendments to enable further subdivision and a time extension for the commencement of development on the Lands (Municipal Case #019275), which said Amending Development Agreement was registered at the Land Registration Office in Halifax on February 13, 2015 as Document Number 106648646 (hereinafter called the "First Amending Agreement"), and which applies to the Lands;

AND WHEREAS the Original Agreement and the First Amending Agreement together comprise the Existing Development Agreement (hereinafter called "the Existing Development Agreement");

AND WHEREAS the Developer has requested further amendments to Existing Development Agreement to enable an addition, internal change of uses, and exterior architectural and landscape design changes to portions of the development on the Lands pursuant to the provisions of the *Halifax Regional Municipal Charter* and pursuant to Policies 1.9 and 1.9.1 of Section VII of the Halifax Municipal Planning Strategy and Section 70(e) of the Halifax Mainland Land Use Bylaw;

AND WHEREAS the Halifax and West Community Council for the Municipality approved these requests at a meeting held on [INSERT DATE], referenced as Municipal Case Number **20901**;

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

1. Except where specifically varied by this Second Amending Development Agreement, all other, conditions and provisions of the Existing Development Agreement as amended shall remain in effect.
2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Second Amending Development Agreement, and the Existing Development Agreement.
3. Section 2.1 of the Existing Development Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

<del>Schedule A</del>	<del>Legal Description of the Lands</del>	
<del>Schedule B</del>	<del>Site Plan</del>	<del>Plan # 01254-001</del>
<del>Schedule C</del>	<del>Parking Level</del>	<del>Plan # 01254-002</del>
<del>Schedule D</del>	<del>Ground Floor Plan</del>	<del>Plan # 01254-003</del>
<del>Schedule E</del>	<del>Typical Floor Plan, Upper Levels</del>	<del>Plan # 01254-004</del>
<del>Schedule F</del>	<del>East Elevation</del>	<del>Plan # 01254-005</del>
<del>Schedule G</del>	<del>North Elevation</del>	<del>Plan # 01254-006</del>
<del>Schedule H</del>	<del>South Elevation</del>	<del>Plan # 01254-007</del>
<del>Schedule I</del>	<del>Elevation Detail</del>	<del>Plan # 01254-008</del>
<del>Schedule J</del>	<del>Elevation Detail</del>	<del>Plan # 01254-009</del>
<del>Schedule K</del>	<del>Elevation Detail</del>	<del>Plan # 01254-010</del>
<del>Schedule L</del>	<del>Elevation Detail</del>	<del>Plan # 01254-011</del>
<del>Schedule M</del>	<del>Elevation Detail</del>	<del>Plan # 01254-012</del>

<b>Schedule A1</b>	<b>Legal Description of the Lands</b>	
<b>Schedule B1</b>	<b>Site Plan</b>	
<b>Schedule C1</b>	<b>East Elevation, Building D</b>	
<b>Schedule D1</b>	<b>North Elevation, Buildings D &amp; E</b>	
<b>Schedule E1</b>	<b>South Elevation, Building C</b>	
<b>Schedule F1</b>	<b>South Elevation, Building B</b>	
<b>Schedule G1</b>	<b>South Elevation, Building A</b>	
<b>Schedule H1</b>	<b>East Elevation, Buildings A &amp; B</b>	

4. The Existing Development Agreement shall be amended by deleting the following Schedules:

Schedule A	Legal Description of the Lands	
Schedule B	Site Plan	Plan # 01254-001
Schedule C	Parking Level	Plan # 01254-002
Schedule D	Ground Floor Plan	Plan # 01254-003
Schedule E	Typical Floor Plan, Upper Levels	Plan # 01254-004

Schedule F	East Elevation	Plan # 01254-005
Schedule G	North Elevation	Plan # 01254-006
Schedule H	South Elevation	Plan # 01254-007
Schedule I	Elevation Detail	Plan # 01254-008
Schedule J	Elevation Detail	Plan # 01254-009
Schedule K	Elevation Detail	Plan # 01254-010
Schedule L	Elevation Detail	Plan # 01254-011
Schedule M	Elevation Detail	Plan # 01254-012

And inserting the following Schedules:

Schedule A1	Legal Description of the Lands (attached)
Schedule B1	Site Plan (attached)
Schedule C1	East Elevation, Building D (attached)
Schedule D1	North Elevation, Buildings D & E (attached)
Schedule E1	South Elevation, Building C (attached)
Schedule F1	South Elevation, Building B (attached)
Schedule G1	South Elevation, Building A (attached)
Schedule H1	East Elevation, Buildings A & B (attached)

5. The Existing Development Agreement shall be amended by deleting all text references to Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule F, Schedule G and Schedule H, and replacing them respectively with reference to Schedule A1, Schedule B1, Schedule C1, Schedule D1, Schedule E1, Schedule F1, Schedule G1 and Schedule H1. All text references to Schedule I, Schedule J, Schedule K, Schedule L and Schedule M shall be deleted.
6. Section 2.2.1 of the Existing Development Agreement shall be amended by inserting subsection 2.2.1 d), immediately following 2.2.1 c), as shown in bold:
  - d) **In addition to subsections 2.2.1 (a)(b) and (c) above, prior to the issuance of any Construction Permit for either of Buildings A or B, the Developer shall supply the Development Officer with design plans and documentation for the proposed entry/exit between Buildings B and C and an opening in the northeast parking level wall of Building C. The plans and documentation shall demonstrate that the underground parking levels allow for complete interconnection between Buildings A through E and that uninterrupted vehicular circulation is achievable between the Supreme Court access between Buildings B and C and the existing right-in/ right-out driveway off Dutch Village Road, below Building E. The plans and documentation shall include the following: a location certificate or plan of survey which illustrates and itemizes all access easements and property lines between buildings A through E on the Lands, parking level plans for all buildings, details of the proposed entry/exit between Buildings B and C, including the location of the proposed opening in the existing foundation wall (showing approximate grades of the ramps) and details of the timing of construction of the parking, access, and entry/exit in relation to the occupancies of Buildings A, B, and C.**
7. The Existing Development Agreement shall be amended by adding new section 2.2.4,

immediately following section 2.2.3, as shown in bold:

**2.2.4 Prior to the issuance of an Occupancy Permit for Building C, the Developer shall supply the Development Officer with plans and documentation showing that an entry/exit between Buildings B and C and an opening in the northeast parking level wall of Building C have been completed, so that the underground parking levels allow for complete interconnection between Buildings A through E and that uninterrupted vehicular circulation is achieved and maintained during building construction, between the Supreme Court access between Buildings B and C and the existing right-in/ right-out driveway off Dutch Village Road, below Building E. The plans and documentation shall confirm that the entry/exit between Buildings B and C and opening in the northeast parking level wall of Building C conform with the design plans and documentation submitted to satisfy the requirements of subsection 2.2.1 d).**

8. The Existing Development Agreement shall be amended by deleting section 2.4.1 in its entirety, and inserting the following text as shown in bold:

**2.4.1 Maximum number of storeys for each component of the building above the underground parking structure, as shown on Schedule B1, shall not exceed the following:**

<b>Building A:</b>	<b>8 storeys</b>
<b>Building B:</b>	<b>4 storeys</b>
<b>Building C:</b>	<b>8 storeys</b>
<b>Building D:</b>	<b>8 storeys</b>
<b>Building E:</b>	<b>1 storey</b>

9. Section 2.4.3 of the Existing Development Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold as follows:

**2.4.3 The type and number of residential units may vary from that shown on the Schedules, provided that the overall residential population does not exceed ~~300~~ 620 persons.**

10. The Existing Development Agreement shall be amended by deleting section 2.4.4 in its entirety, and inserting the following text as shown in bold:

**2.4.4 The location of any C-2A (Minor Commercial) and P (Park and Institutional) uses shall be limited to the ground-floor levels of all buildings, which is immediately above any underground parking level(s). The ground floor level of all buildings may include residential units and associated amenity space/common areas, provided any residential/amenity uses are not located along the front façade facing the surface parking lot and driveway areas.**

11. Section 2.4.5 of the Existing Development Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold as follows:

2.4.5 The combined gross floor area of the ground floor level of Buildings C and D (residential/commercial) shall not exceed ~~50,000~~ **60,000** square feet.

12. The Existing Development Agreement shall be amended by deleting section 2.4.6 in its entirety, and inserting the following text as shown in bold:

**2.4.6 The residential tower portion of Buildings C and D, above the ground floor, shall not exceed a gross floor area footprint of 15,000 square feet per floor for Building C and 14,500 square feet per floor for Building D.**

13. Section 2.4.7 of the Existing Development Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text shown in bold as follows:

2.4.7 The total gross floor area of the development devoted to C2-A and P uses shall not exceed ~~116,000~~ **55,000** square feet.

14. Section 2.5.1 of the Existing Development Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text shown in bold as follows:

2.5.1 The building's exterior design and materials shall be as shown on ~~Schedules F through M~~ **the Schedules**.

15. The Existing Development Agreement shall be amended by deleting section 2.6.2 in its entirety, and inserting the following text as shown in bold:

**2.6.2 Areas shown on the Schedules as landscaped shall be either active areas generally accessible to building occupants and shall contain any combination of concrete pavers, walkways, sod, ground cover, shrubs, deciduous and coniferous trees, site furnishings and landscaping features, or may be extensive (passive) green roof areas designed to be generally self-sustaining, requiring minimal maintenance and accessibility. Notwithstanding the foregoing, any outdoor play area associated with a day care facility may be permitted within the landscaped areas. The rooftop penthouse levels of Buildings A and B may include amenity rooms and exterior spaces which are accessible to building tenants, provided these levels are not used as residential dwelling units and that any remaining rooftop space not used for amenity purposes or elevator/ mechanical uses are landscaped.**

16. The Existing Development Agreement shall be amended by deleting section 2.6.3 in its entirety, and inserting the following text as shown in bold:

**2.6.3 The landscaped areas between the building and the northwest and southeast property lines, abutting properties on Ashdale and Rufus Avenues, shall include a wooden privacy fence with a minimum height of six feet along or near the property lines for screening purposes. Additionally, these landscaped areas shall be secured in such a manner as to prevent public access through them. Ground-level balconies and patios for residential uses may be permitted within the landscaped areas behind all buildings which**

**abut residential or park/ institutional uses, up to a depth of 7 feet from the main wall of the building.**

17. The Existing Development Agreement shall be amended by deleting section 2.7.1 in its entirety, and inserting the following text as shown in bold:

**2.7.1 Exterior signs shall meet the requirements of the C-2C (Dutch Village Road Mixed Use) zone of the Land Use By-law and shall be limited to:**

- a) **Fascia, awning or projecting signs at the ground floor level;**
- b) **Signs for building names, branding, civic addressing and directional signs;**
- c) **Up to two freestanding ground/ pylon signs, each of which shall not exceed 25 feet in height and shall be located on opposite sides of the main driveway (“Supreme Court”).**

18. The Existing Development Agreement shall be amended by deleting section 2.15.1 in its entirety, and inserting the following text as shown in bold:

**2.15.1 Parking for vehicles shall include a combination of surface and underground/ structured parking. Surface parking shall be as shown on Schedule B1. Underground/ structured parking may be permitted on a single level or up to three full or partial levels, provided a minimum of 398 parking spaces are provided in the underground/ structured levels and that an opening has been created in the northeast parking level wall of Building C so that the underground parking levels allow for complete interconnection between Buildings A through E and that uninterrupted vehicular circulation is achieved between the Supreme Court access between Buildings B and C and the existing right-in/ right-out driveway off Dutch Village Road, below Building E, as required by Section 2.2.4. Notwithstanding this, the amount of vehicular parking within the underground/ structured parking levels may be reduced by up to 30 spaces (or equivalent floor area) to accommodate bicycle parking required by the Land Use By-law and solid waste facilities required by Section 2.14. Parking may be completed in phases, provided that the total number of spaces noted above must be provided prior to the final occupancy of Buildings A and B.**

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

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

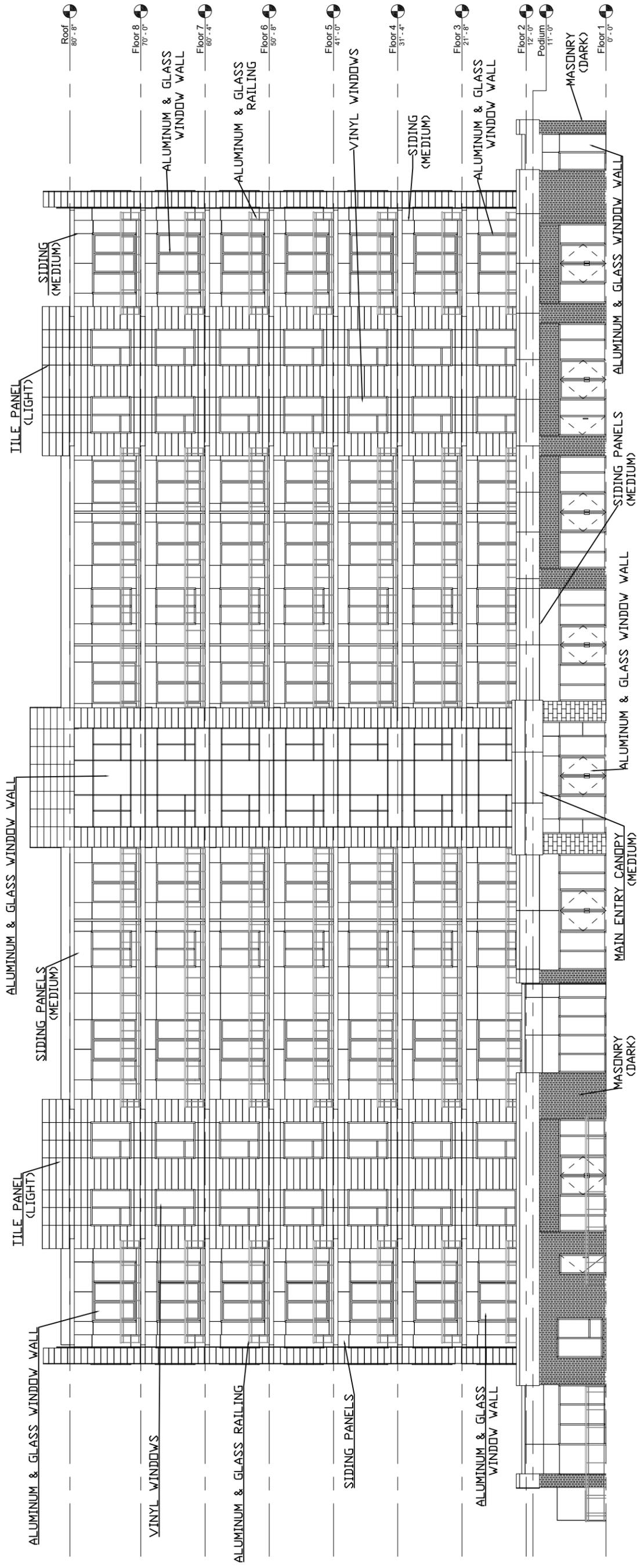
Per: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK



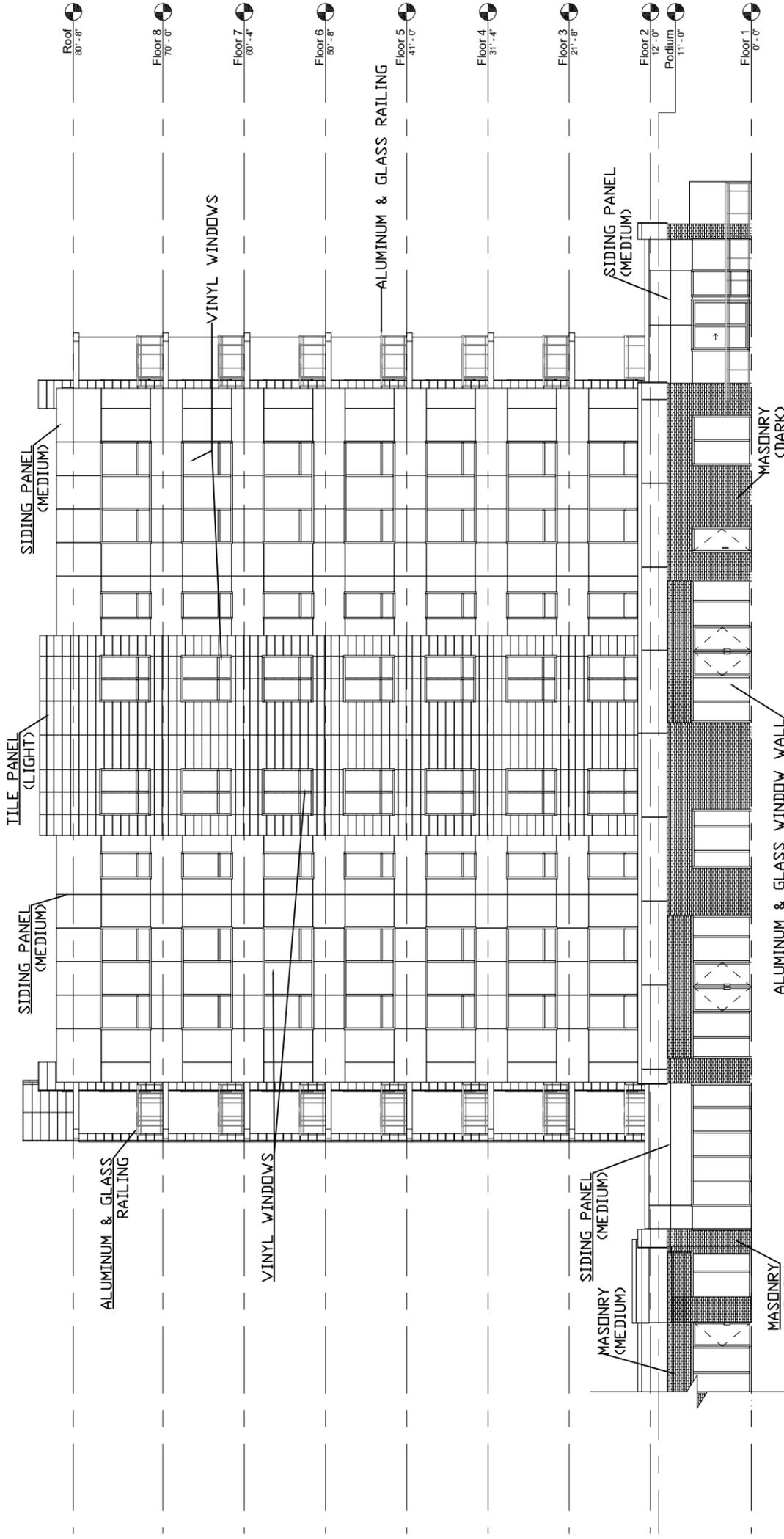
# Schedule C1 - East Elevation, Buildings D & E



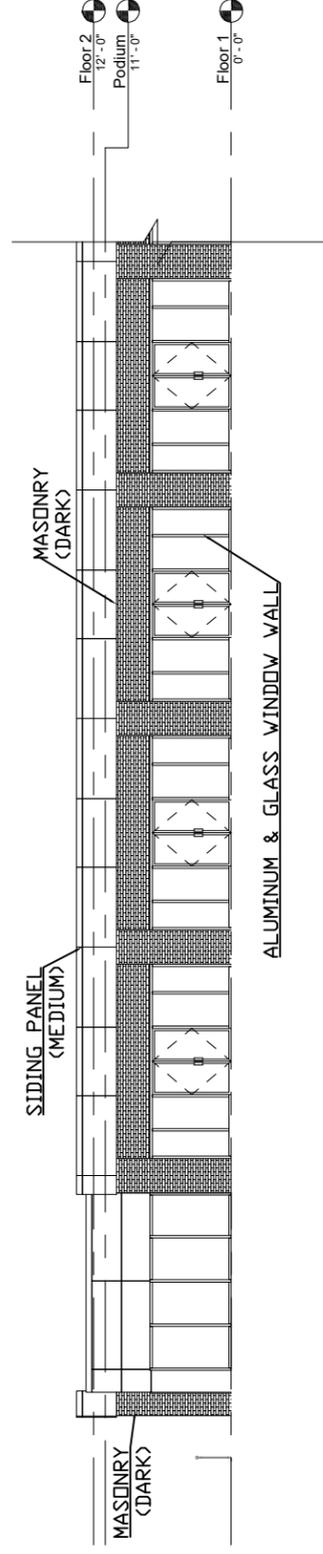
PHASE I - EAST

<b>PROJECT</b> RESIDENTIAL & COMMERCIAL DEVELOPMENT BOSS PLAZA PHASE 1, 2 & 3 DUTCH VILLAGE RD. HALIFAX, N.S.	Drawn By: STAFF Date: Feb 6 / 18 Scale: 1/16" = 1'-0" Project #: 2848, 3028, 3049	Checked: P.S. Approved: P.S. Date: Project #: 0
	TITLE: BUILDING D & E PHASE I EAST ELEVATION	
Paul Sherry Associates Ltd. <b>ARCHITECTS</b> 5014 LIVINGSTONE PLACE HALIFAX, N.S. B3K 2B9 PHONE: 902-455-4361 EMAIL: psherry@psherry.ca	ASSOCIATION OF ARCHITECTS REGISTERED ARCHITECT KEY	

# Schedule D1 - North Elevation, Buildings D & E



PHASE I - NORTH

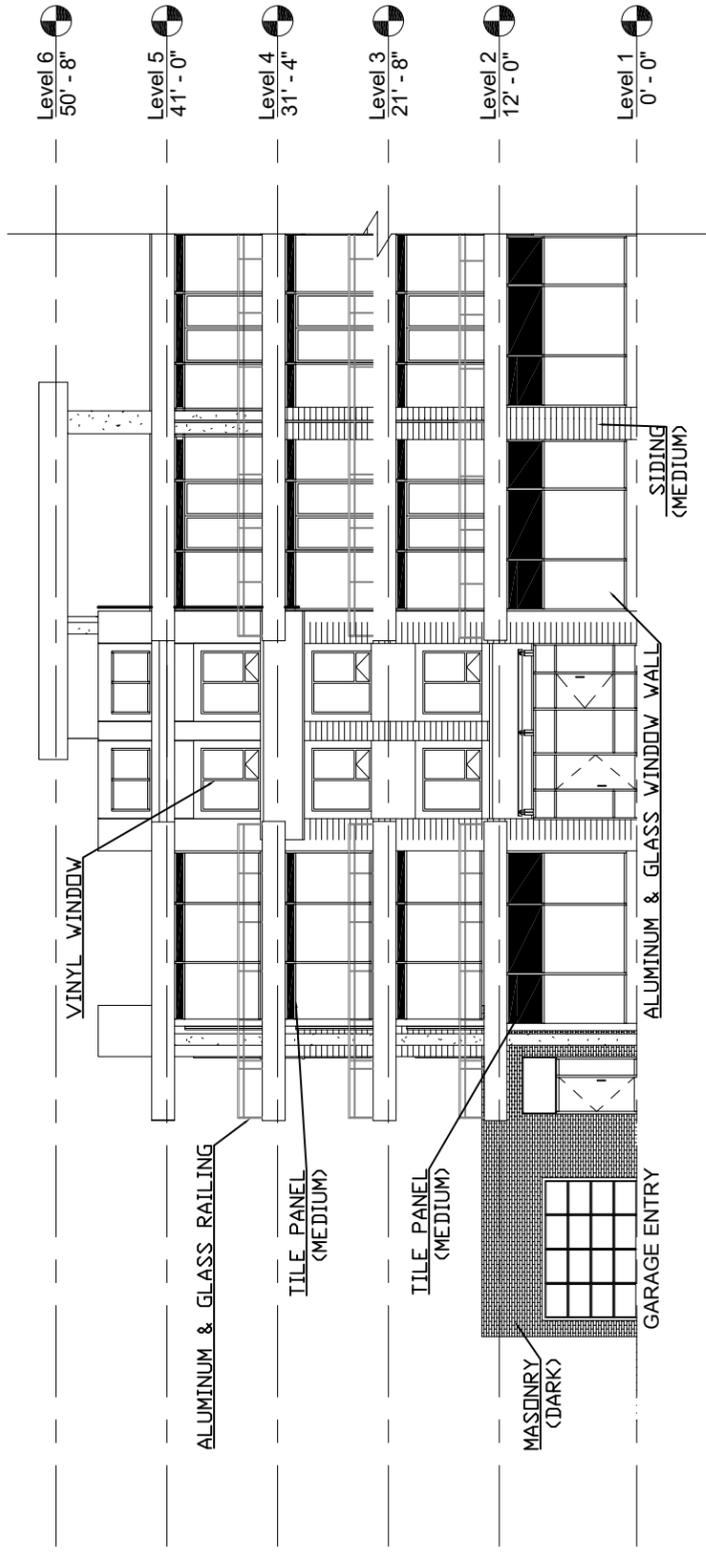


PHASE I - NORTH

PROJECT	RESIDENTIAL & COMMERCIAL DEVELOPMENT BOSS PLAZA PHASE 1, 2 & 3 DUTCH VILLAGE RD. HALIFAX, N.S.	
	TITLE:	BUILDING D & E PHASE I NORTH ELEVATION
ARCHITECT	<b>Paul Sherry Associates Ltd. ARCHITECTS</b> 5014 LIVINGSTONE PLACE HALIFAX, N.S. B3K 2B9 PHONE: 902-455-4361 EMAIL: psherry@psherry.ca	
Drawn By:	STAFF	Checked:
Date:	Feb 6 / 18	Approved:
Scale:	1/16" = 1'-0"	Drawn #:
Project #:	2846, 3028, 3049	Sheet #:



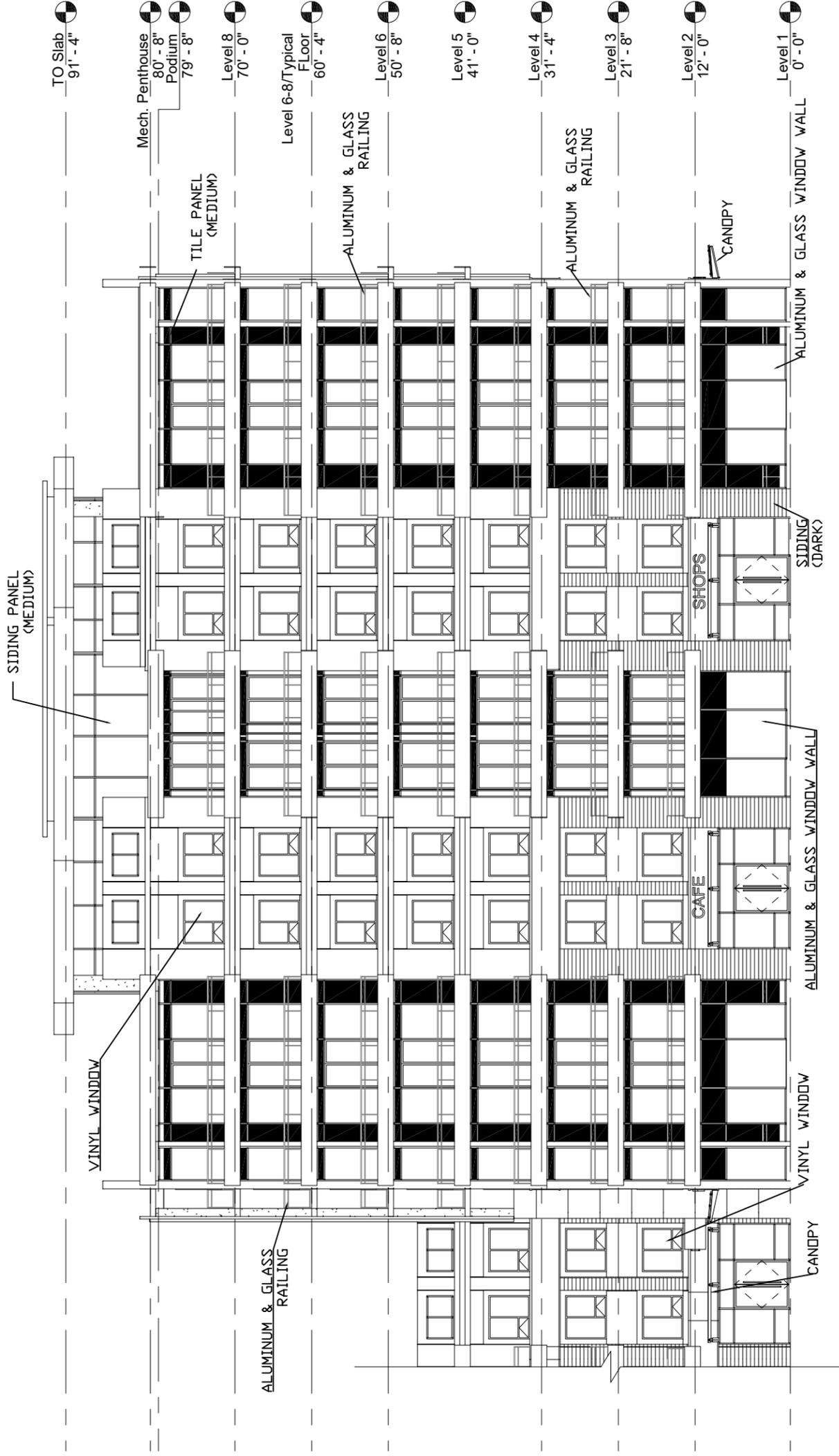
# Schedule F1 - South Elevation, Building B



## PHASE III - SOUTH

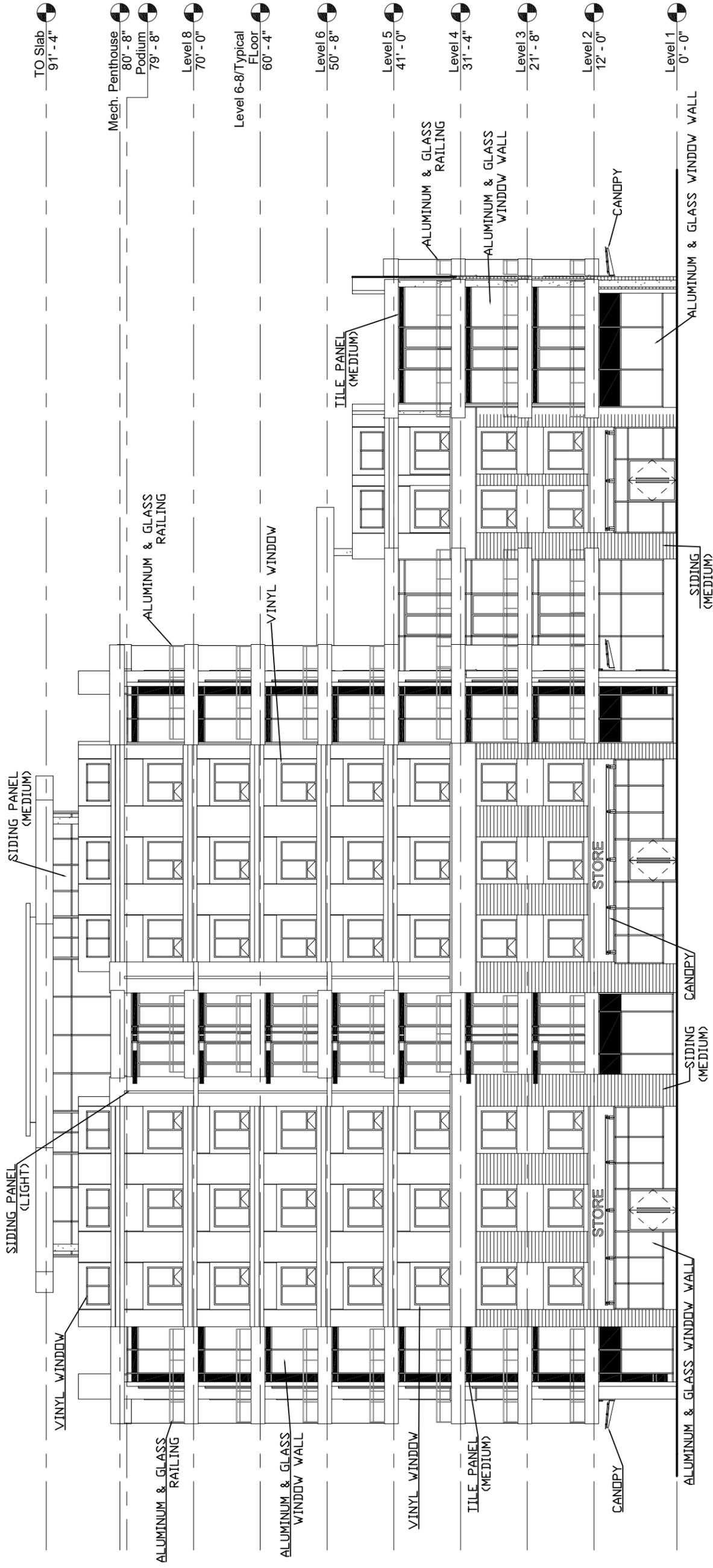
<p><b>PROJECT</b></p> <p>RESIDENTIAL &amp; COMMERCIAL DEVELOPMENT BOSS PLAZA PHASE 1, 2 &amp; 3 DUTCH VILLAGE RD. HALIFAX, N.S.</p>	<p><b>TITLE:</b></p> <p>BUILDING A &amp; B PHASE III SOUTH ELEVATION</p>	<p><b>drawn by:</b></p> <p>STAFF</p>	<p><b>checked:</b></p> <p>P.S.</p>
	<p><b>DATE:</b></p> <p>Feb 6 / 18</p>	<p><b>approved:</b></p> <p>P.S.</p>	<p><b>scale:</b></p> <p>1/16" = 1'-0"</p>
<p><b>Paul Sherry Associates Ltd. ARCHITECTS</b> 5014 LIVINGSTONE PLACE HALIFAX N.S. B3K 2B8 PHONE: 902-455-4361 EMAIL: psherry@psherry.ca</p>		<p><b>drawn by:</b></p> <p>STAFF</p>	
<p><b>REGISTERED ARCHITECT</b></p> <p>KEY: [REDACTED]</p> <p>ASSOCIATION OF ARCHITECTS</p>		<p><b>approved:</b></p> <p>P.S.</p>	
<p><b>REGISTERED ARCHITECT</b></p> <p>KEY: [REDACTED]</p> <p>ASSOCIATION OF ARCHITECTS</p>		<p><b>project #:</b></p> <p>2848, 3028, 3049</p>	

# Schedule G1 - South Elevation, Building A



<b>PROJECT</b> RESIDENTIAL & COMMERCIAL DEVELOPMENT BOSS PLAZA PHASE 1, 2 & 3 DUTCH VILLAGE RD. HALIFAX, N.S.	<b>TITLE</b> BUILDING A & B PHASE III SOUTH ELEVATION	<b>Checked:</b> P.S.
	<b>Drawn By:</b> STAFF	<b>Approved:</b> P.S.
<b>Date:</b> Feb 6 / 18	<b>Scale:</b> 1/16" = 1'-0"	<b>Project #:</b> 2848, 3028, 3049
<b>Paul Sherry Associates Ltd. ARCHITECTS</b> 5014 LIVINGSTONE PLACE HALIFAX, N.S. B3K 2B9 PHONE: 902-455-4361 EMAIL: psherry@psherry.ca		<b>Sheet #:</b> 0

# Schedule H1 - East Elevation, Buildings A & B



PHASE III - EAST

<b>PROJECT</b> RESIDENTIAL & COMMERCIAL DEVELOPMENT BOSS PLAZA PHASE 1, 2 & 3 DUTCH VILLAGE RD. HALIFAX, N.S.	<b>TITLE</b> BUILDING A & B PHASE III EAST ELEVATION	<b>Checked:</b> P.S. <b>approved:</b> P.S. <b>date:</b> Feb 6 / 18 <b>scale:</b> 1/16" = 1'-0" <b>project #:</b> 2846, 3028, 3049
	<b>drawn by:</b> STAFF	<b>0</b>
<b>Paul Sherry Associates Ltd. ARCHITECTS</b> 5014 LIVINGSTONE PLACE HALIFAX, N.S. B3K 2B9 PHONE: 902-455-4361 EMAIL: psherry@psherry.ca		

## Attachment B: Review of Relevant Sections of the Halifax MPS

Halifax MPS – Section VII (Fairview Secondary Planning Strategy) <u>Residential Environments – Policies 1.9, 1.9.1</u>	
<i>Objective: Maintain and enhance the residential environment of Fairview while allowing for growth and change in designated areas.</i>	
<b>Policy Criteria:</b>	<b>Staff Comment:</b>
<p>1.9 <i>Notwithstanding the Community Facilities objective and policies of Section II, for the property known as the former Halifax West High school on Dutch Village Road (PID #00188490), the Municipality may permit a mixed-use development of the site by development agreement. (RC-Nov 15/11; E-Jan 14/12).</i></p>	<p>The original Development Agreement for the mixed-use development was approved in 2012. The original agreement was amended in 2014/15 in order to permit subdivision of the property and a 1-year extension to the date of commencement of the development. The proposal involves further amendments to the existing agreement.</p>
<p>1.9.1 <i>Any development permitted pursuant to Policy 1.9 shall be compatible with the surrounding area and this shall be achieved by attention to a variety of factors for which conditions may be set out in the development agreement, such as but not limited to:</i></p> <p>(a) <i>the subdivision and retention of a minimum of 1.6 acres of land by the Municipality at the western end of the site for public open space purposes along with related park development and infrastructure improvements to be carried out by the land developer;</i></p>	<p>The proposed amendments to the agreement are compatible with the surrounding area.</p> <p>The public open space (community/ neighbourhood park) was subdivided and retained by HRM prior to the sale of land and the signing of the agreement.</p> <p>Park development and infrastructure improvements, which are required by the agreement, have been undertaken by the developer and are nearing completion. HRM has received equivalent-value security from the developer which covers the cost of the completion of the work on the park site. HRM staff will return the security upon the completion of work.</p>
<p>(b) <i>the massing, location and height of building(s), which shall not exceed the low to mid-rise range, and in no case shall any building height exceed 8 storeys above underground parking level(s);</i></p>	<p>The proposed amendments involve an increase in the number of floors for Buildings A and B to 8 floors and 4 floors respectively. The unoccupied rooftop penthouse levels of buildings were not intended to be counted toward the number of storeys. The massing, location and height of buildings will not materially change as a result of the proposed amendments.</p>
<p>(c) <i>the architectural design of the building, including building materials, signs and lighting;</i></p>	<p>The proposed design and material changes to the buildings are intended to provide a consistent design theme for all buildings but in a more contemporary manner, providing a modern aesthetic. The changes to the patterns of windows and architectural treatments is relatively minor in nature. With regard to signs, since the subject development site includes three properties, it is reasonable to allow for a second pylon sign, with the signs to be located on opposite sides of the main driveway (Supreme Court). The existing building and site lighting includes light standards along the internal driveway and parking areas, building accent lighting and individual commercial tenant signage. Lighting is not proposed to change as a result of the amendments.</p>

<p><i>(d) the provision of adequate site landscaping and useable open space for building residents;</i></p>	<p>The current application proposes to relocate the rooftop landscaped area from Building E to spaces on the rooftop levels of Buildings A and B, which will be a combination of active/amenity space and passive space. The landscaped space on the podium roof of Building C will generally be passive/inaccessible space. As a result, there will be no net loss of landscaped area overall.</p>
<p><i>(e) the provision of safe vehicular and pedestrian access and egress, including provision for the continued vehicular access to the existing driveway of Civic #31 Alma Crescent and pedestrian access through the site to Dutch Village Road;</i></p>	<p>Addendums to the original Traffic Impact Study (TIS), which were prepared by the developer's consultants in 2015 and 2017, were reviewed by HRM and deemed acceptable, provided that the developer creates an opening in the parking level wall in order to reinstate vehicular circulation and allow for complete interconnection between Buildings A through E, prior to the issuance of Construction Permits for Buildings A and B and occupancy of Building C. Continued vehicular access to the existing driveway of Civic #31 Alma Crescent and pedestrian access through the site to Dutch Village Road will be maintained.</p>
<p><i>(f) the adequacy of vehicular, bicycle parking and solid waste facilities; and</i></p>	<p>The approved agreement requires that there be no reduction in the original amount of proposed parking. Despite the proposed change to the number of parking levels under Buildings A and B, there will be no net loss of parking overall. Bicycle parking and solid waste facilities will be adequate and will meet HRM requirements.</p>
<p><i>(g) the adequacy of the servicing capacity of the site.</i></p>	<p>The proposal was reviewed by Halifax Water and no concerns were raised. There will be no significant increase in the population density of the overall development. The developer will be required to prepare a wastewater capacity analysis prior to the issuance of construction permits for Buildings A and B.</p>

# Attachment C: Original Development Agreement

## 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)*

For Office Use

Registration district: Halifax  
Submitter's user number: 2409  
Submitter's name: Kelly L. Greenwood

In the matter of Parcel Identification Number (PID)

PID 41362195	
PID 41362203	

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

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

100577684 LRD  ROD   
Document #  
APR 30 2012  
MM DD YYYY  
15:24 AM  
Time

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.

**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 registered interests and related information are to be changed as follows:

<b>Instrument type</b>	
<b>Interest holder and type to be removed (if applicable)</b>	
<b>Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable</i></b>	
<b>Mailing address of interest holder to be added (if applicable)</b>	
<b>Manner of tenure to be removed (if applicable)</b>	
<b>Manner of tenure to be added (if applicable)</b>	
<b>Description of mixture of tenants in common and joint tenancy (if applicable)</b>	
<b>Access type to be removed (if applicable)</b>	
<b>Access type to be added (if applicable)</b>	
<b>Percentage or share of interest held (for use with tenant in common interests)</b>	
<b>Non-resident (to qualified solicitor's information and belief) (Yes/No?)</b>	
<b>Reference to related instrument in parcel register (if applicable)</b>	
<b>Reason for removal of interest (for use only when interest is being removed by operation of law and no document is attached)</b> <b>Instrument code: 443</b>	

The following tenant in common interests that appear in the section of the parcel register(s) labelled "Tenants in Common not registered pursuant to the *Land Registration Act*" are to be removed because the interests are being registered (*insert names to be removed*):

---

I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment-related documents to the parcel register, in accordance with the *Land Registration Act* and *Land Registration Administration Regulations*:

<b>Instrument type</b>	
<b>Interest holder name and type to be added</b>	
<b>Interest holder mailing address</b>	
<b>Judgment Roll reference</b>	

The following benefits 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 benefit section are not currently reflected in the description in the parcel register).*

<b>Instrument type</b>	
<b>Interest holder and type to be removed (if applicable)</b>	
<b>Interest holder and type to be added (if applicable)</b> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
<b>Mailing address of interest holder to be added (if applicable)</b>	
<b>Servient tenement parcel(s) (list all affected PIDs):</b>	
<b>Reference to related instrument in names-based roll/parcel register (if applicable)</b>	
<b>Reason for removal of interest (for use only when interest is being removed by operation of law)</b> <i>Instrument code: 443</i>	

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).*

<b>Instrument type</b>	Agreement re Use of Land (Development Agreement)
<b>Interest holder and type to be removed (if applicable)</b>	N/A
<b>Interest holder and type to be added (if applicable)</b> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	Halifax Regional Municipality – Party to Agreement (Burden)
<b>Mailing address of interest holder to be added</b>	P.O. Box 1749 Halifax, NS B3J 3A5
<b>Reference to related instrument in names-based roll/parcel register</b>	N/A
<b>Reason for removal of interest</b>	N/A

The following recorded interests are to be added and/or removed in the parcel register:

<b>Instrument type</b>	
------------------------	--

<b>Interest holder and type to be removed</b> (if applicable)	
<b>Interest holder and type to be added</b> (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
<b>Mailing address of interest holder to be added</b> (if applicable)	
<b>Reference to related instrument in names-based roll/parcel register</b> (if applicable)	
<b>Reason for removal of interest</b> (for use only when interest is being removed by operation of law) <b>Instrument code: 443</b>	

The textual qualifications are to be changed as follows:

<b>Textual qualification on title to be removed</b> (insert any existing textual description being changed, added to or altered in any way)	
<b>Textual qualification on title to be added</b> (insert replacement textual qualification)	
<b>Reason for change to textual qualification</b> (for use only when no document is attached) <b>Instrument code: 838</b>	

The following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, is to be changed:

<b>Name and mailing address of occupier to be removed</b>	
<b>Name and mailing address of occupier to be added</b>	

**Certificate of Legal Effect:**

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

**Dated** at Halifax, in the County of Halifax, Province of Nova Scotia, on April 2, 2012. *[Signature]*  
Original Signed

	<i>Signature of authorized lawyer</i>
<b>Name:</b>	Kelly L. Greenwood/ Burchells LLP
<b>Address:</b>	1800-1801 Hollis Street, Halifax, NS B3J 3N4
<b>Phone:</b>	902-423-6361
<b>E-mail:</b>	kgreenwood@burchells.ca
<b>Fax:</b>	902-420-9326

THIS AGREEMENT made this 17<sup>th</sup> day of April, 2012,

BETWEEN:

**3260120 NOVA SCOTIA LIMITED,**  
a body corporate, in the Province of Nova Scotia,  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

APPROVED  
AS TO FORM  
Original Signed  
Municipal Solicitor

**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 Lot HW-1A located at Dutch Village Road, 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 development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 1.9 and 1.9.1 of Section VII of the *Halifax Municipal Planning Strategy* and Section 70(e) of the *Halifax Mainland Land Use By-law*;

AND WHEREAS the Chebucto Community Council for the Municipality approved this request at a meeting held on February 6, 2012, referenced as Municipal Case Number 01254;

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.

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

Except as otherwise provided for herein, the development, subdivision and use of the Lands shall comply with the requirements of the Halifax Mainland Land Use By-law and the Halifax 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 and/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: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **2.1 Schedules**

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 01254:

Schedule A	Legal Description of the Lands	
Schedule B	Site Plan	Plan # 01254-001
Schedule C	Parking Level	Plan # 01254-002
Schedule D	Ground Floor Plan	Plan # 01254-003
Schedule E	Typical Floor Plan, Upper Levels	Plan # 01254-004
Schedule F	East Elevation	Plan # 01254-005
Schedule G	North Elevation	Plan # 01254-006
Schedule H	South Elevation	Plan # 01254-007
Schedule I	Elevation Detail	Plan # 01254-008
Schedule J	Elevation Detail	Plan # 01254-009
Schedule K	Elevation Detail	Plan # 01254-010
Schedule L	Elevation Detail	Plan # 01254-011
Schedule M	Elevation Detail	Plan # 01254-012

### **2.2 Requirements Prior to Approval**

2.2.1 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer:

- (a) Landscape Plan in accordance with Section 2.6 of this Agreement;
- (b) Park Site Development Plan, cost estimates and drainage plan in accordance with Section 2.11 of this Agreement;
- (c) Plan of Subdivision in accordance with Sections 2.10 and 2.11 of this Agreement.

2.2.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall

provide the following to the Development Officer:

- (a) Certification from a qualified professional indicating that the Developer has complied with the Landscape Plan, or the posting of security in accordance with Section 2.6; and
- (b) Parkland/ open space dedication or security pursuant to Section 2.11.

2.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any use 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 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.

### **2.3 General Description of Land Use**

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

- (a) Any commercial enterprise permitted in the C-2A (Minor Commercial) zone;
- (b) Multiple-unit residential uses (apartment house);
- (c) uses permitted in the P (Park and Institutional) zone; and
- (d) uses accessory to any of the foregoing uses.

### **2.4 Detailed Provisions for Land Use**

2.4.1 Maximum building floor levels/ heights for the portions of the building above the parking structure, as shown on Schedule B, shall be as follows:

- Building A: 6 storeys
- Building B: 3 storeys
- Building C: 8 storeys
- Building D: 8 storeys
- Building E: 1 storey

2.4.2 Population density is to be calculated on the basis of 1.0 person per bachelor/ studio unit, 2.0 persons per one bedroom unit and 2.25 persons per all other apartment types. For the purposes of determining permissible density, one bedroom plus den units shall be considered to be the same as one-bedroom units.

- 2.4.3 The type and number of residential units may vary from that shown on the Schedules, provided that the overall residential population does not exceed 300 persons.
- 2.4.4 Ground floor land uses shown on Schedule D shall be limited to non-residential uses permitted in the C-2A zone and uses permitted in the P (Park and Institutional) zone. Notwithstanding the above, the ground floor level of Buildings C and D may include residential units and associated amenity space/ common areas, provided any residential/amenity uses are not located along the front facade facing the surface parking lot/ driveway areas.
- 2.4.5 The combined gross floor area of the ground floor level of Buildings C and D (residential/ commercial) shall not exceed 50,000 square feet.
- 2.4.6 The residential tower portion of Buildings C and D, above the ground floor, shall not exceed a gross floor area footprint of 13,500 square feet per floor.
- 2.4.7 The total gross floor area of the development devoted to C-2A and P uses shall not exceed 116,000 square feet.

## **2.5 Architectural Requirements**

- 2.5.1 The building's exterior design and materials shall be as shown on Schedules F through M.
- 2.5.2 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along long facades to provide shelter, and encourage pedestrian movement.
- 2.5.3 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.).
- 2.5.4 Any exposed foundation in excess of four feet in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

## **2.6 Landscaping**

- 2.6.1 Prior to the issuance of a Construction Permit, the Developer shall provide the Municipality with a detailed landscape plan, prepared by a Landscape Architect, which shall provide details of all landscaped areas shown on Schedule "B".
- 2.6.2 Areas shown on the Schedules as "landscaped area" 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 self-sustaining, requiring minimal maintenance and accessibility. Notwithstanding the foregoing, any outdoor play area associated with a day care facility may be permitted within the "landscaped area".

- 2.6.3 The landscaped areas between the building and the northwest and southeast property lines, abutting properties on Ashdale and Rufus Avenues, shall include a wooden privacy fence with a minimum height of six feet along the property lines for screening purposes. Additionally, these landscaped areas shall be secured in such a manner as to prevent public access through them.
- 2.6.4 Planting on rooftops and podiums above structures shall be carefully selected for their ability to survive in rooftop environments. Rooftop trees shall be located in planting beds or containers. Approximately 50 percent of the plant material shall be evergreen and/or material with winter colour and form. Deciduous trees shall have a minimum size of 45 mm caliper (1.8 inch diameter). Coniferous trees shall be a minimum of 1.5 m (5 ft.) high and upright shrubs shall have a minimum height of 60 cm. (2 ft.). It is the responsibility of the Developer to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping as well as the anticipated mature weight of the plant material on any rooftop and podium.
- 2.6.5 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.
- 2.6.6 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.
- 2.6.7 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 2.6.1, 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.
- 2.6.8 Prior to issuance of an 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.
- 2.6.9 Notwithstanding the above, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape

work and the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping as shown on the Landscape Plan. 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 landscaping as described herein 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. 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.

## **2.7 Signs**

2.7.1 Exterior signs shall meet the requirements of the C-2A zone of the Land Use By-law and shall be generally limited to:

- (a) awning signs made of fabric material above ground level windows and doors;
- (b) fascia and projecting signs at the ground level;
- (c) fascia signs on the top level of the office building; and
- (d) one freestanding ground / pylon sign.

## **2.8 Building and Site Lighting**

2.8.1 Outdoor lighting shall be directed to driveways, parking areas, loading areas and building entrances and shall be arranged so as to direct the light away from streets, adjacent lots and buildings.

2.8.2 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

## **2.9 Functional Elements**

2.9.1 All vents, down spouts, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

2.9.2 Other than roof mounted equipment, any mechanical equipment, exhausts, propane tanks, electrical transformers, and other utilitarian features shall be visually concealed from abutting properties, including municipal rights-of-way, and shall include noise reduction measures.

## **2.10 Subdivision of the Lands**

2.10.1 The lands shall be subdivided so that the Community/ Neighbourhood Park is separated from the main development site and the park is conveyed to the Municipality pursuant to Section 2.11. In addition, the alignment of the front property line along Alma Crescent/ Dutch Village Road shall be altered so that the entire sidewalk is located within the street right-of-way to the satisfaction of the Municipality. This resultant land shall be conveyed to the Municipality for street widening purposes. The application for subdivision approval shall be made prior to the issuance of a Construction Permit. In the event that the Municipality has already undertaken such subdivision of the land prior to entering into this agreement, the Developer shall be exempt from the subdivision and conveyance requirements of this section.

## **2.11 Parkland / Open Space Dedication**

2.11.1 Except as provided for in this section, the Park Dedication shall meet the requirements of the Regional Subdivision By-law. Park Dedication shall be a combination of Land and Equivalent Value in design and development. The southwestern, rectangular-shaped portion of the site (currently grassed and fenced), shown on Schedule B as a Community/ Neighbourhood Park, shall be retained as public open space and shall have a minimum land area of 1.65 acres. The Developer shall convey the park parcel to the Municipality in conjunction with final subdivision approval, unless this has already been undertaken by the Municipality as indicated in Section 2.10.1. The park shall be free of any contamination or successfully remediated for public use by the Developer as confirmed by the N.S. Environment department. The Developer, through a qualified professional Landscape Architect, shall, using the HRM Park Planning and Development Guidelines, be responsible to prepare a Park Site Development Plan, drainage plan and preliminary cost estimates for the Community/ Neighbourhood Park. The Site Development Plan/ drainage plan and cost estimates are to be submitted to and approved by the Development Officer prior to subdivision approval or, in the event subdivision has already occurred, prior to the issuance of a Construction Permit.

2.11.2 The Developer shall, at their own expense, construct a pedestrian walkway connection over the public park and the private development, as generally shown on Schedule B, in order to provide pedestrian access between Coronation Avenue and Dutch Village Road/ Alma Crescent. The portion of this walkway over HRM land shall be constructed to a width of 3 metres, the design and location of which shall be approved by the Development Officer. An easement for public use/ access shall be provided over that portion of the pedestrian walkway which runs over the private land, in the area labelled "pedestrian walkway" on Schedule B. This easement shall be shown on the subdivision plan pursuant to Section 2.10.1. If a subsequent change to the location of the easement is required, the Developer shall be responsible for the cost and documentation to the satisfaction of the Development Officer. The Developer shall be responsible for providing directional signs indicating the public access function of the walkway. Where the pedestrian walkway over the private portion may be interrupted by driveway aisles or

lanes, these aisles/ lanes shall be well demarcated with signs and crosswalk markings, to the satisfaction of the Municipality, in order to provide pedestrian safety measures. The entire walkway shall be designed to incorporate accessibility standards, including a grade which does not exceed 8 percent, and shall be constructed with suitable base supporting structure and hard surface finish.

- 2.11.3 The portion of the Community/ Neighbourhood Park to the south of the walkway shall be developed with Neighbourhood Park amenities including, but not limited to, benches, play set and shade trees. The installation and cost of these amenities shall be the responsibility of the Developer and shall be approved by the Development Officer. The portion of the Community/ Neighbourhood Park to the north of the walkway shall retain its current use as a play meadow. The Developer shall submit a drainage plan along with the Park Site Development Plan which identifies drainage issues and proposed remediation measures which are to be incorporated into the final design and development. The Park Site Development Plan shall also illustrate/ provide details on the landscaped interface between the park and the land immediately abutting the park, adjacent to the building. The Developer shall replace the existing fence surrounding the entire Community/ Neighbourhood Park with new fencing acceptable to the Development Officer.
- 2.11.4 The park development outlined in sections 2.11.2 and 2.11.3 shall be completed prior to the issuance of a Construction Permit. Notwithstanding this, should the park development not be complete, the Developer shall provide cost estimates to the Development Officer and shall provide Equivalent Value security in the form of a certified cheque or automatically renewing Letter of Credit in the amount of 110 percent of the remaining park development. The Development Officer shall return the security to the Developer upon completion of the park development (equivalent value) prior to issuance of any Occupancy Permit.

## **2.12 Driveway Access, Civic #31 Alma Crescent**

- 2.12.1 The Developer shall provide for the continued use of the existing driveway for access purposes to Civic #31 Alma Crescent at the northeastern corner of the site. An easement to this effect shall be shown on the plan of subdivision submitted pursuant to Section 2.10.

## **2.13 Maintenance**

- 2.13.1 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 removal/salting of walkways and driveways.

## **2.14 Solid Waste Facilities**

- 2.14.1 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 effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

## **2.15 Parking and Bicycle Facilities**

- 2.15.1 Notwithstanding Schedule C, underground parking may be permitted on a single level or on two levels or partial levels, provided the amount of parking shown on Schedule C is not reduced. Notwithstanding the above, the parking level(s) may include, and the amount of parking may be reduced to accommodate, bicycle parking required by the Land Use By-law and solid waste facilities required by Section 2.14.

## **PART 3: STREETS AND MUNICIPAL SERVICES**

### **3.1 General Provisions**

- 3.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications unless otherwise varied by this Agreement and shall receive written approval from the Development Engineer prior to undertaking any work.
- 3.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including 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 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.

## **PART 4: ENVIRONMENTAL PROTECTION MEASURES**

### **4.1 Sulphide Bearing Materials**

- 4.1.1 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 5: AMENDMENTS**

### **5.1 Substantive Amendments**

Amendments to any matters not identified under Section 5.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

### **5.2 Non-Substantive Amendments**

The following items are considered by both parties to be not substantive and may be amended by resolution of Council (for greater certainty, these items do not include changes which, in the opinion of the Development Officer, are in conformance with the plans attached as Schedules B-M):

- a) minor changes to the architectural requirements and exterior architectural appearance or materials as detailed in section 2.5 and corresponding Schedules;
- b) changes to the landscaping requirements as detailed in Section 2.6 which are beyond the authority of the Development Officer under Section 2.1;
- c) minor changes to the land uses permitted by Section 2.3, an increase in the residential population permitted by Subsection 2.4.3, changes to the ground floor uses in Subsection 2.4.4, and any changes to corresponding Schedules;
- d) changes to the sign requirements of Section 2.7;
- e) building lighting / illumination which does not comply with Section 2.8;
- f) changes to the functional elements as detailed in Section 2.9;
- g) subdivision of land other than that indicated in Sections 2.10 and 2.11;
- h) changes to the date of commencement of development specified in Section 6.3; and
- i) changes to the date of completion of development specified in Section 6.4.

## **PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **6.1 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.

### **6.2 Subsequent Owners**

- 6.2.1 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.
- 6.2.2 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).

### **6.3 Commencement of Development**

- 6.3.1 In the event that development on the Lands has not commenced within three 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.
- 6.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.
- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.2, 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.

### **6.4 Completion of Development**

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 Halifax Mainland Land Use By-law, as may be amended from time to time.

## **6.5 Discharge of Agreement**

- 6.5.1 If the Developer fails to complete the development after six 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 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **7.1 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 hours of receiving such a request.

### **7.2 Failure to Comply**

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (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 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; 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this 17<sup>th</sup> day of April, 2017.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

Original Signed

\_\_\_\_\_

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

Original Signed

Witness

Original Signed

Witness

3260120 **NOVA SCOTIA LIMITED**

Original Signed

Per: \_\_\_\_\_

**HALIFAX REGIONAL  
MUNICIPALITY**

Original Signed

Per: \_\_\_\_\_

Mayor **Peter Kelly**

Original Signed

Per: \_\_\_\_\_

Municipal Clerk

**SCHEDULE A – LEGAL DESCRIPTION OF THE LANDS**

**LOT HW-1A (PID# 41362195)  
Dutch Village Road & Alma Crescent, Halifax, Nova Scotia**

All that certain lot of land situate, lying and being on the western side of Dutch Village Road and Alma Crescent, Halifax, Nova Scotia; being **LOT HW-1A** as shown on a plan titled Plan of Survey of LOTS HW-1A, HW-1B & PARCELS A, B, Subdivision of Lot HW-1, Lands Acquired by Halifax Regional Municipality (Formerly City of Halifax), Dutch Village Road, Alma Crescent, Val Street & Coronation Avenue, Halifax, Halifax County, Nova Scotia; certified by Clinton C. Garland, N.S.L.S., dated March 5, 2012, filed in the office of the Director of Transportation & Public Works, Design & Construction Services, Halifax Regional Municipality as Plan No.11035901; said **LOT HW-1A** being more particularly described as follows:

**Beginning** at the point on the southeastern boundary of lands of Edith Alice Deal and Linda Marie Young where it is intersected by the western boundary of Parcel A, as shown on above noted plan;

**Thence** South 31 degrees 55 minutes 44 seconds East along said western boundary of Parcel A, a distance of 26.83 feet to the existing western street line of Alma Crescent;

**Thence** South 19 degrees 35 minutes 49 seconds East along said existing western street line of Alma Crescent, a distance of 62.81 feet to a point thereon, being the most north corner of Parcel B;

**Thence** South 08 degrees 04 minutes 11 seconds East along the western boundary of said Parcel B, a distance of 187.79 feet to a deflection in the existing western street line of Dutch Village Road;

**Thence** South 57 degrees 25 minutes 50 seconds West along an existing northwestern street line of Dutch Village Road and the northwestern boundary of Block - 2B, a distance of 152.47 feet to the western boundary of said Block - 2B;

**Thence** South 12 degrees 42 minutes 38 seconds West along said western boundary of Block - 2B, a distance of 44.78 feet to a deflection therein;

**Thence** South 24 degrees 49 minutes 23 seconds West along said western boundary of Block - 2B, a distance of 62.01 feet to a deflection therein;

**Thence** South 31 degrees 08 minutes 26 seconds West along said western boundary of Block - 2B, a distance of 9.99 feet to the northeastern corner of Lot 3;

**Thence** South 54 degrees 05 minutes 56 seconds West along the northwestern boundary of said Lot 3, a distance of 50.09 feet to the northeastern corner of Lot 4;

**Thence** South 58 degrees 39 minutes 29 seconds West along the northwestern boundary of said Lot 4, a distance of 51.05 feet to the northeastern corner of Lot A;

**Thence** South 58 degrees 23 minutes 04 seconds West along the northwestern boundary of said Lot A, a distance of 100.00 feet to the northeastern corner of another Lot A;

**Thence** South 55 degrees 14 minutes 09 seconds West along the northwestern boundary of said Lot A, a distance of 49.59 feet to the northeastern corner of Lot B;

**Thence** South 56 degrees 36 minutes 53 seconds West along the northwestern boundary of said Lot B, a distance of 50.04 feet to the southeastern corner of Lot HW-1B;

**Thence** North 32 degrees 25 minutes 57 seconds West along the northeastern boundary of said Lot HW-1B, a distance of 420.94 feet to the southeastern boundary of Lot 14;

**Thence** North 56 degrees 08 minutes 28 seconds East along the southeastern boundary of Lots 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4 and a portion of 1A, a distance of 486.48 feet to the northwestern corner of said lands of Edith Alice Deal and Linda Marie Young;

**Thence** South 28 degrees 26 minutes 34 seconds East along the southwestern boundary of said lands of Edith Alice Deals and Linda Marie Young, a distance of 60.00 feet to the southwestern corner of said lands of Edith Alice Deal and Linda Marie Young;

**Thence** North 61 degrees 33 minutes 26 seconds East along the southeastern boundary of said lands of Edith Alice Deal and Linda Marie Young, a distance of 102.99 feet to the point of Beginning.

**The above described LOT HW-1A** contains an area of 204,673 square feet.

**Subject to a 10 foot wide Sewer -Water Line Easement** in favour of Edith Alice Deal and Linda Marie Young, being shown as Parcel SE-HWC on above noted plan and having an area of 1,914 square feet, being a portion of easement recorded in Book 1642, Page 188 at the Registry of Deeds, Halifax, Nova Scotia.

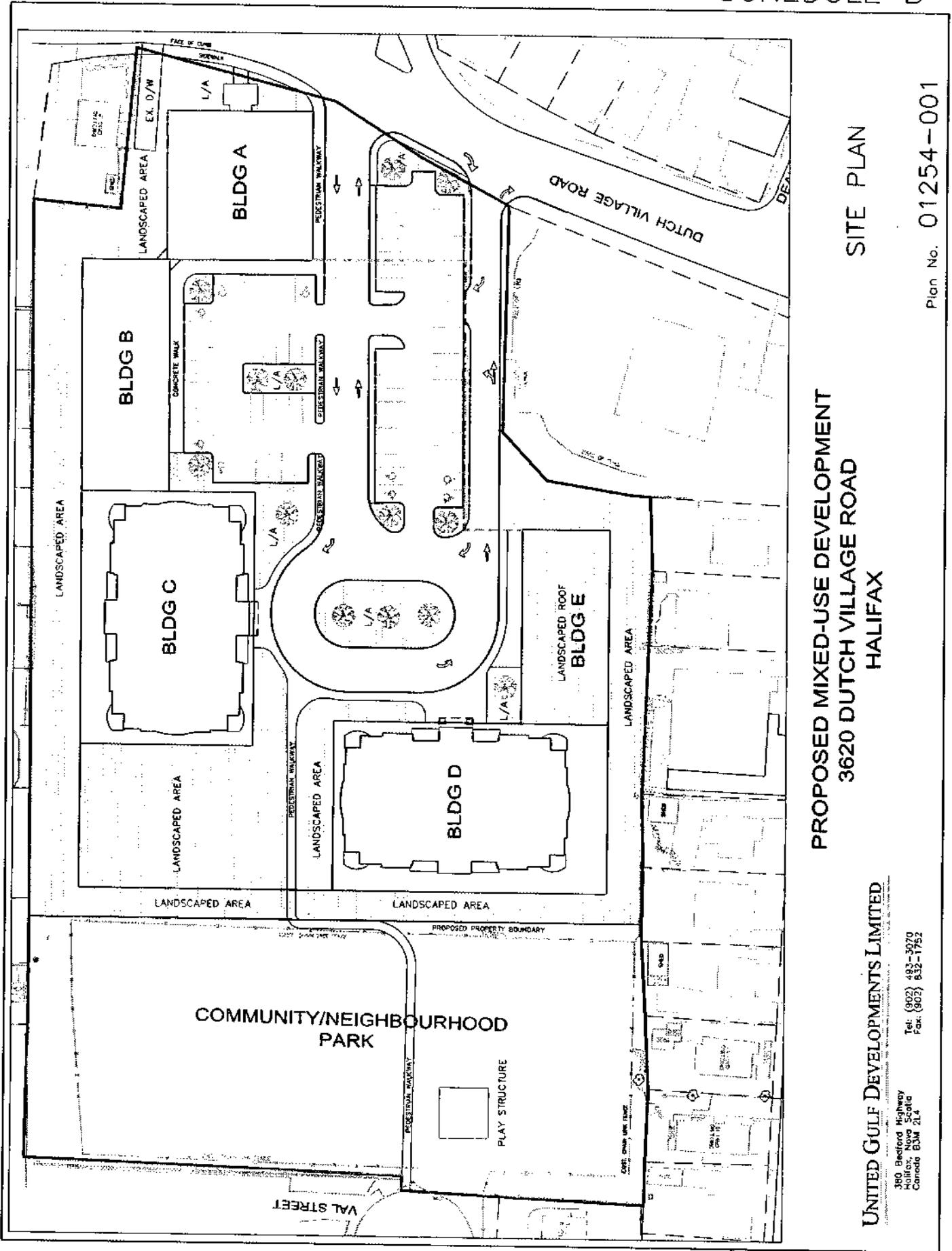
**Also subject to a Driveway Access Easement** in favour of Edith Alice Deal and Linda Marie Young, Civic 31 Alma Crescent, being shown as Parcel AC31 on above noted plan and having an area of 2,021 square feet.

**Also subject to a 19.68 foot minimum width Service Easement for Storm Water** in favour of Halifax Regional Water Commission, being shown as Parcel SE-HWA on above noted plan and having an area of 11,092 square feet.

**Also subject to a Service Easement for Storm Water** in favour of Halifax Regional Municipality, being shown as Parcel SE-HWG on above noted plan and having an area of 2,728 square feet.

**Also subject to a 9.84 foot wide Pedestrian Walkway** in favour of Halifax Regional Municipality, being shown as Parcel PW2 on above noted plan and having an area of 5,656 square feet.

Bearings are based on Zone 5, Central Meridian 64 degrees 30 minutes West, of the Nova Scotia 3 degree Modified Transverse Mercator Projection of ATS77 Geodetic Datum.



PROPOSED MIXED-USE DEVELOPMENT  
 3620 DUTCH VILLAGE ROAD  
 HALIFAX

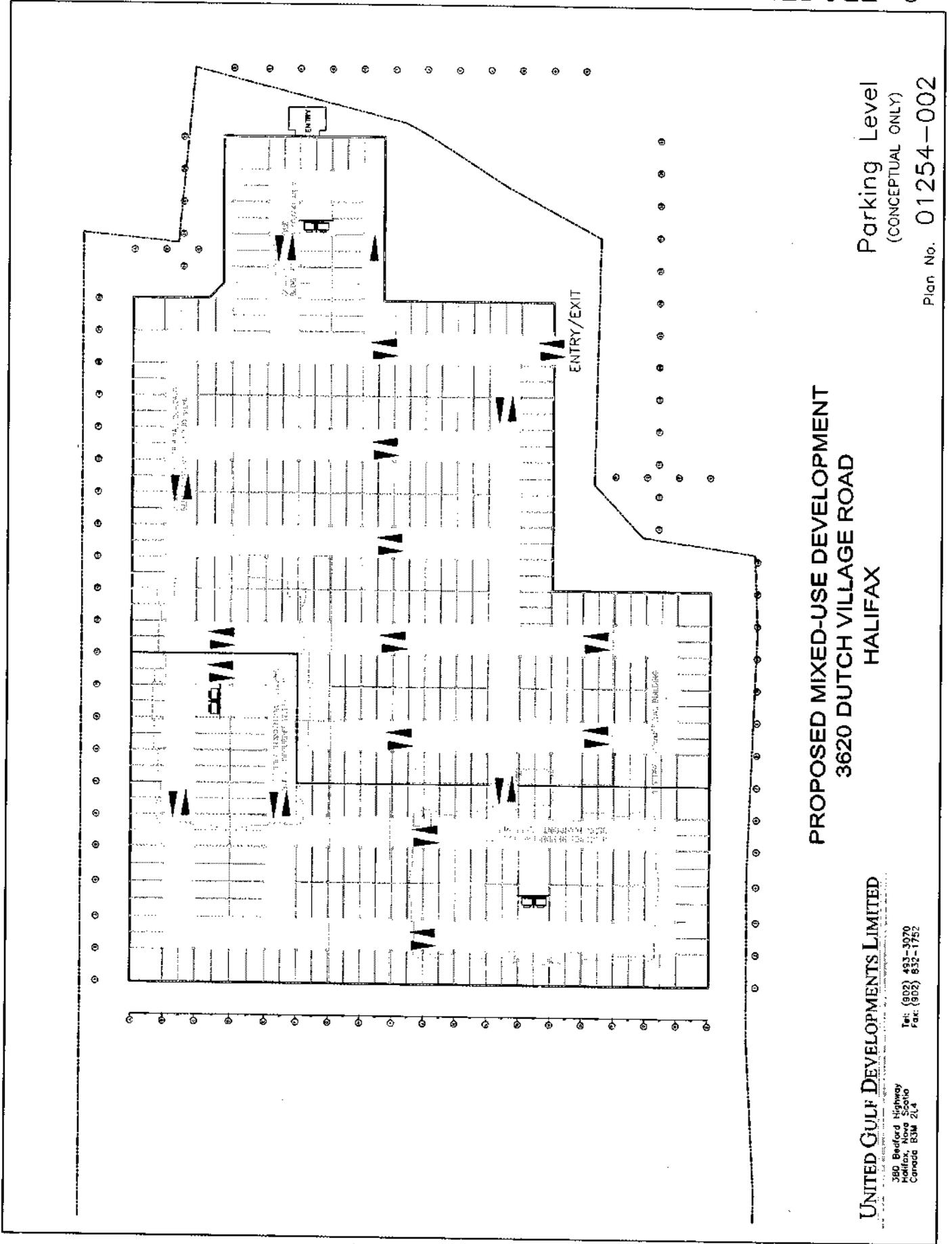
SITE PLAN

UNITED GULF DEVELOPMENTS LIMITED

360 Bedford Highway  
 Halifax, Nova Scotia  
 Canada B3M 2L4  
 Tel: (902) 493-3070  
 Fax: (902) 832-1752

Plan No. 01254-001

# SCHEDULE C



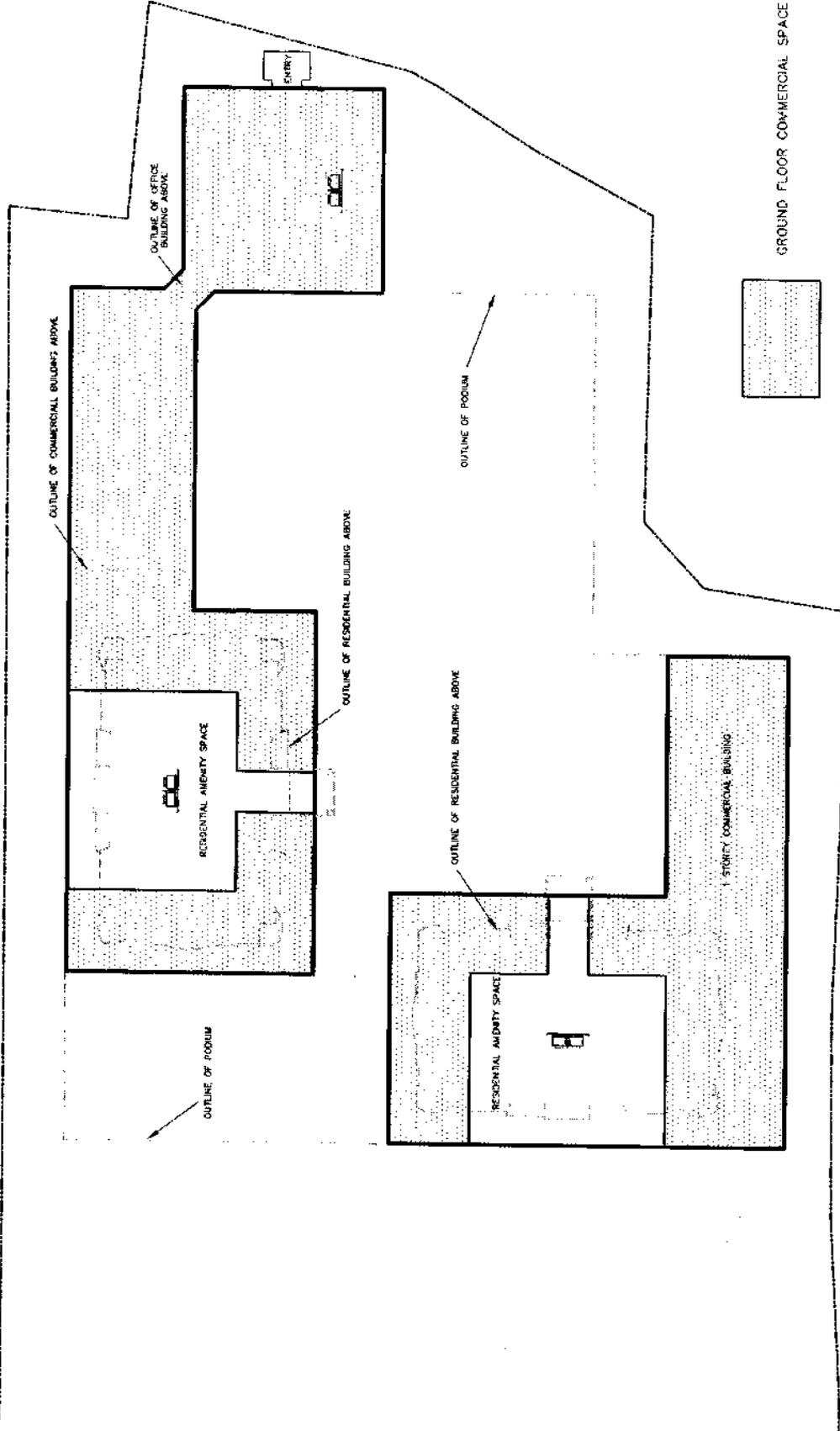
## PROPOSED MIXED-USE DEVELOPMENT 3620 DUTCH VILLAGE ROAD HALIFAX

Parking Level  
(CONCEPTUAL ONLY)

Plan No. 01254-002

**UNITED GULF DEVELOPMENTS LIMITED**

380 Bedford Highway  
Halifax, Nova Scotia  
Canada B3M 2L4  
Tel: (902) 433-3970  
Fax: (902) 832-1752



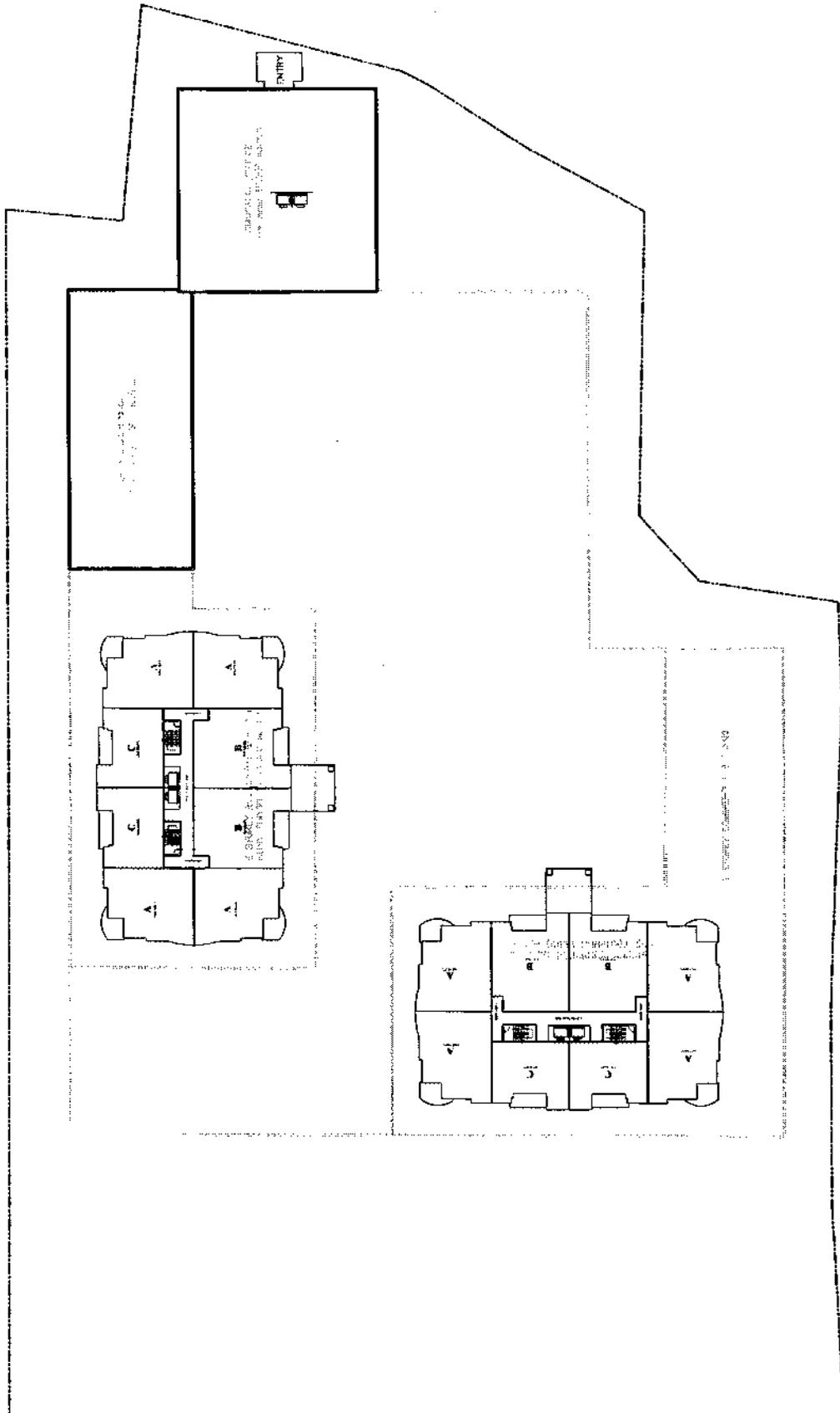
**PROPOSED MIXED-USE DEVELOPMENT  
3620 DUTCH VILLAGE ROAD  
HALIFAX**

Ground Floor

Plan No. 01254-003

**UNITED GULF DEVELOPMENTS LIMITED**

390 Bedford Highway  
Halifax, Nova Scotia  
Canada B3M 2L4  
Tel: (902) 463-2070  
Fax: (902) 433-1752



**PROPOSED MIXED-USE DEVELOPMENT  
3620 DUTCH VILLAGE ROAD  
HALIFAX**

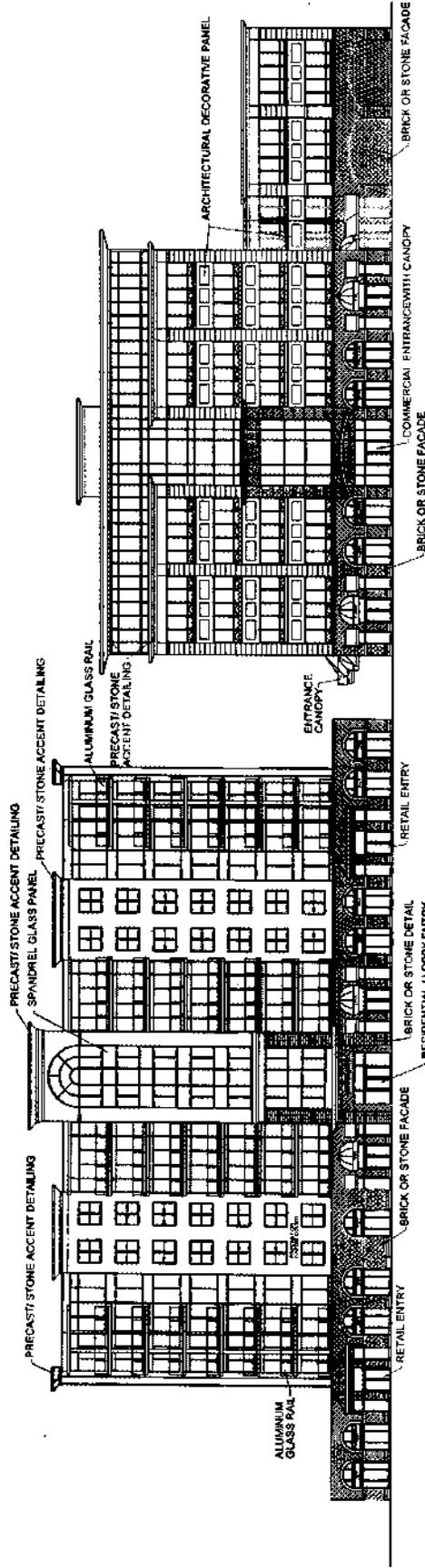
**Typical Floor Plan  
Upper Floors**

**UNITED GULF DEVELOPMENTS LIMITED**

180 Bedford Highway  
Halifax, Nova Scotia  
Canada B3M 2L4  
Tel: (902) 453-3970  
Fax: (902) 532-1752

Plan No. 01254-004

(ALL UNDEPICTED ELEVATIONS TO HAVE SIMILAR FINISHES)



PROPOSED MIXED-USE DEVELOPMENT  
 3620 DUTCH VILLAGE ROAD  
 HALIFAX

EAST ELEVATION  
 Plan No. 01254-005

UNITED GULF DEVELOPMENTS LIMITED

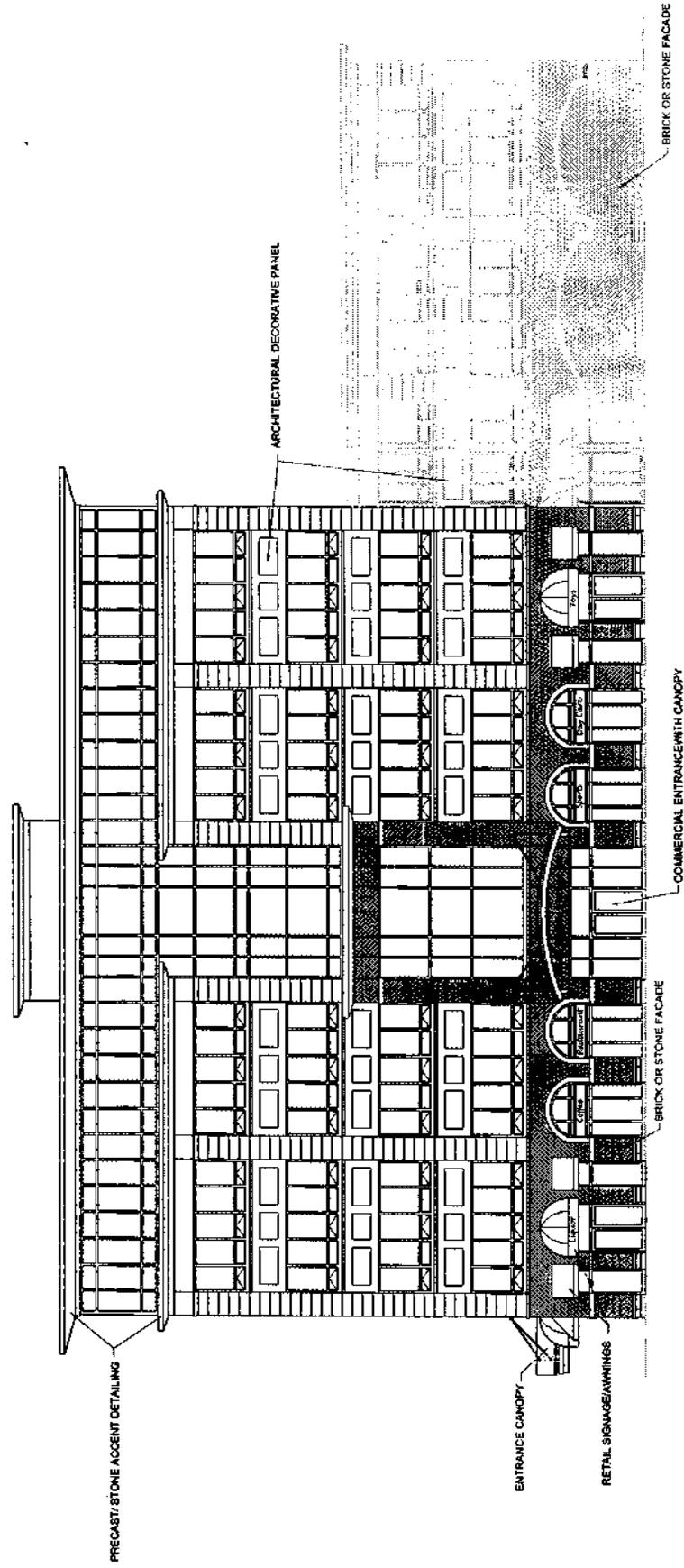
380 Bedford Highway  
 Bedford, Nova Scotia  
 Canada B3M 2L4  
 Tel: (902) 403-1070  
 Fax: (902) 602-1752





(ALL UNDEPICTED ELEVATIONS TO HAVE SIMILAR FINISHES)

BUILDING A



PROPOSED MIXED-USE DEVELOPMENT  
 3620 DUTCH VILLAGE ROAD  
 HALIFAX

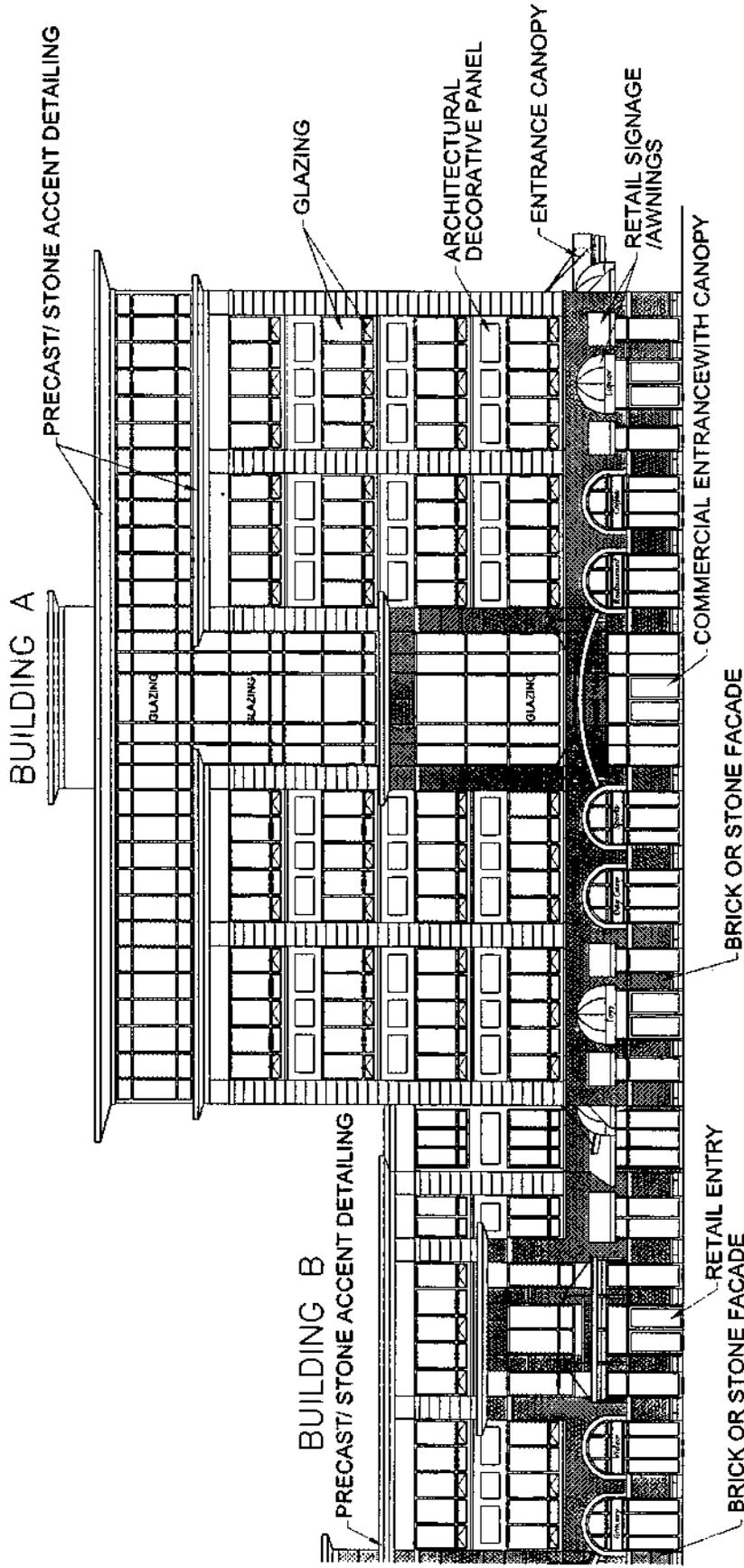
UNITED GULF DEVELOPMENTS LIMITED

Tel: (902) 493-7070  
 Fax: (302) 832-1752

360 Bedford Highway  
 Halifax, Nova Scotia  
 Canada B3M 2L4

BUILDING A  
 OFFICE BUILDING  
 DUTCH VILLAGE ROAD ELEVATION  
 Plan No. 01254-008

(ALL UNDEPICTED ELEVATIONS TO HAVE SIMILAR FINISHES)



PROPOSED MIXED-USE DEVELOPMENT  
 3620 DUTCH VILLAGE ROAD  
 HALIFAX

BUILDING A  
 OFFICE BUILDING  
 COURTYARD ELEVATION

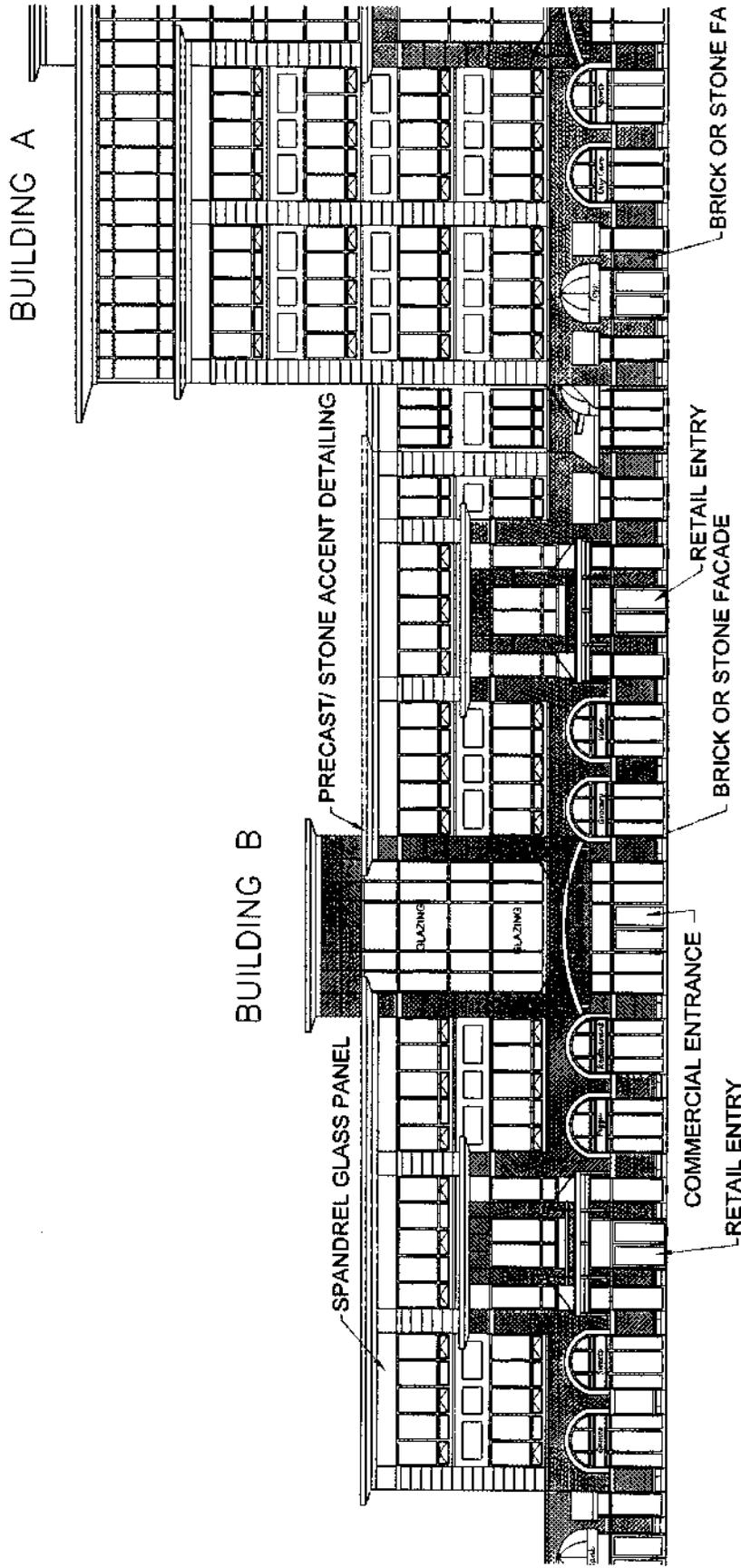
Plan No. 01254-009

UNITED GULF DEVELOPMENTS LIMITED

380 Bedford Highway  
 Bedford, New Brunswick  
 Canada B3M 2L4

Tel: (505) 493-1970  
 Fax: (505) 537-1752

(ALL UNDEPICTED ELEVATIONS TO HAVE SIMILAR FINISHES)



PROPOSED MIXED-USE DEVELOPMENT  
3620 DUTCH VILLAGE ROAD  
HALIFAX

BUILDING B  
COMMERCIAL LOW RISE  
COURTYARD ELEVATION

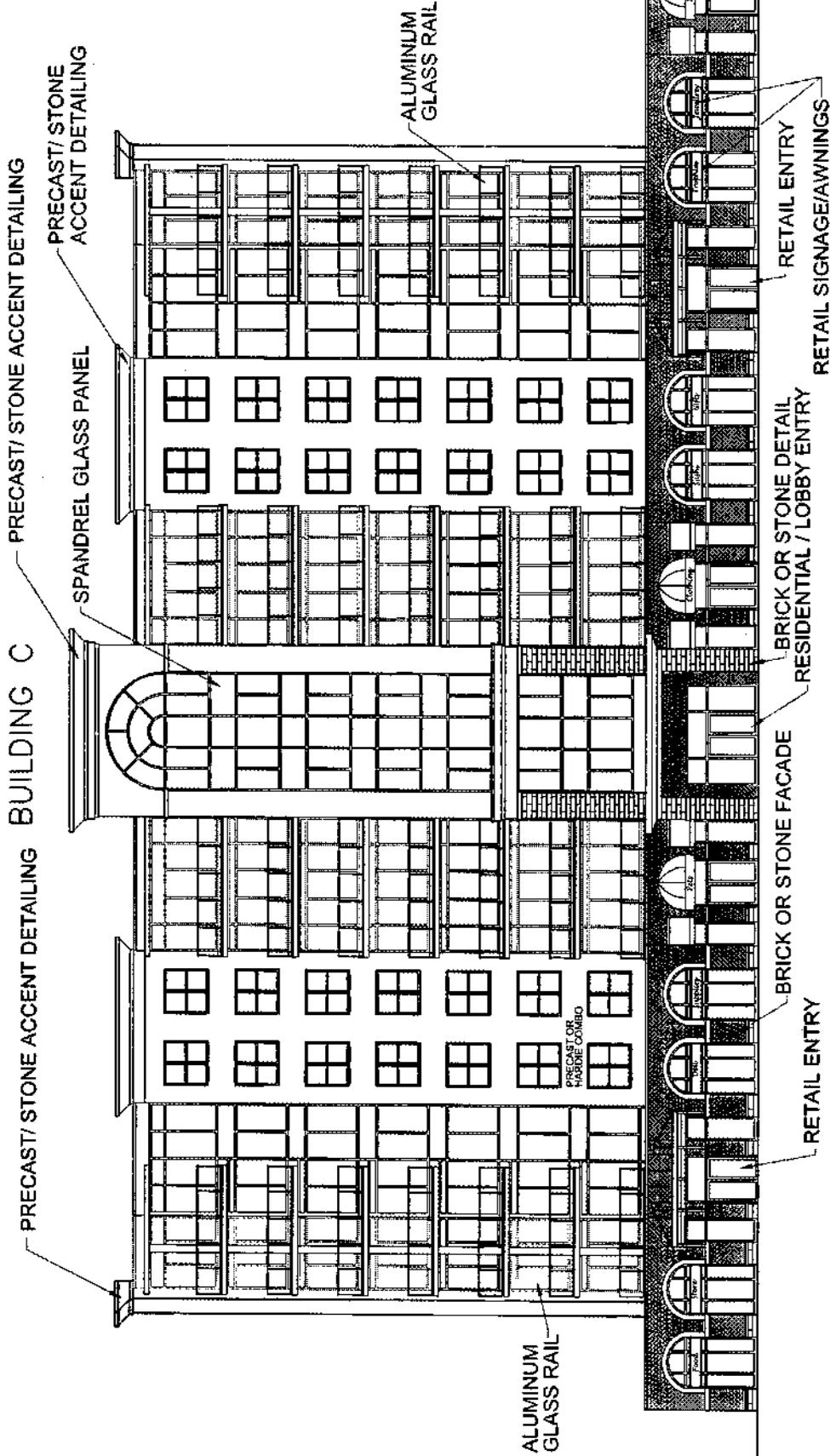
UNITED GULF DEVELOPMENTS LIMITED

360 Bedford Highway  
Halifax, Nova Scotia  
Canada B3M 2L4

Tel: (902) 493-5970  
Fax: (902) 832-1762

Plan No. 01254-010

(ALL UNDEPICTED ELEVATIONS TO HAVE SIMILAR FINISHES)



BUILDING C  
TOWER 1  
FRONT ELEVATION

PROPOSED MIXED-USE DEVELOPMENT  
3620 DUTCH VILLAGE ROAD  
HALIFAX

UNITED GULF DEVELOPMENTS LIMITED

180 Bedford Highway  
Halifax, Nova Scotia  
Canada B3M 2L4  
Tel: (902) 433-3070  
Fax: (902) 433-1752

Plan No. 01254-011



PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this 2nd day of April, A.D. 2012, before me, the subscriber personally came and appeared Patrick LeCoy a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that **3260120 NOVA SCOTIA 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

**KELLY L. GREENWOOD**  
A Barrister of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

ON THIS 17<sup>th</sup> day of April, A.D., 2012, before me, the subscriber personally came and appeared before me Kelly MacNamara Sena Gbeve 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 Peter Kelly, 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

**JENNIFER WEAGLE**  
A Commissioner of the  
Supreme Court of Nova Scotia