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Halifax, Nova Scotia  
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**Item No. 10.1.1**  
**Harbour East Marine Drive Community Council**  
**January 9, 2020**  
**February 6, 2020**

**TO:** Chair and Members of Harbour East Marine Drive Community Council

Original Signed

**SUBMITTED BY:**

\_\_\_\_\_  
Steve Higgins, Acting Director of Planning and Development

**DATE:** December 20, 2019

**SUBJECT:** Case 21296: Development Agreement for King`s Wharf, Dartmouth

**ORIGIN**

Application by Fares & Co. Development Inc.

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

It is recommended that Harbour East Marine Drive Community Council:

1. Give notice of motion to consider both the proposed Discharge Agreement and proposed Development Agreement, as set out in Attachments A and B, to enter a new Stage I Development Agreement to allow a mixed-use development on the lands commonly known as King`s Wharf, Dartmouth and schedule a public hearing;
2. Approve, by resolution, the Discharge Agreement, which shall be substantially of the same form as set out in Attachment B of this report
3. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
4. Require that both agreements be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

Fares & Co. Development Inc. is applying to enter a new Stage I Development Agreement to allow a mixed-use development containing up to 1,500 residential units, commercial space, hotel, marina, parks and open space, and new streets on the lands commonly known as King's Wharf, Dartmouth.

<b>Subject Site</b>	PID numbers 00130286, 41318486, 41318494, 41374018, and 41377466
<b>Location</b>	Former Dartmouth Marine Slips, adjacent to King's Wharf Place, Downtown Dartmouth
<b>Regional Plan Designation</b>	Urban Settlement
<b>Community Plan Designation (Map 1)</b>	Waterfront
<b>Zoning (Map 2)</b>	M (Marine Business)
<b>Size of Site</b>	Approximately 6,500 square metres (70,000 square feet)
<b>Current Land Use(s)</b>	Four, 12 storey mixed-use buildings containing 354 residential units and approximately 112,000 square feet of commercial space
<b>Surrounding Use(s)</b>	<u>North</u> – Downtown Dartmouth inclusive of multiple industrial and commercial uses to the immediate north <u>West</u> – CN Rail Tracks, Alderney Drive, and Ferry Terminal Park <u>South</u> – Halifax Harbour <u>East</u> – Dartmouth Cove

### **History**

In 2008, Regional Council approved amendments to the Downtown Dartmouth Secondary Municipal Planning Strategy (SMPS) to allow the consideration of a mixed use project on the lands then referred to as the Dartmouth Marine Slips. This policy was authored to enable a specific development proposal which was under review by staff in a concurrent process. The approved process included a two-stage Development Agreement model to regulate the use and built form. The stage one agreement would outline the broad requirements for the development including but not limited to permitted uses, overall building sizes, architectural controls, street alignment, parkland locations and required infrastructure. The stage two agreement would provide further detail with regard to the specific buildings being constructed inclusive of landscape plans, driveway locations, parking, and building materials.

Subsequent to the original amendments to the SMPS, a Stage One Development Agreement was approved by Community Council providing conceptual approval for:

- 12 buildings from 5 to 32 storeys;
- 2 new public streets;
- approximately 1,500 residential units;
- a 200-room hotel;
- up to 230,000 square feet of office and commercial space;
- public and private parks and boardwalks; and
- a marina.

An initial stage 2 development agreement was approved in 2009. This was later replaced in 2012 and amended in 2014 to allow phase 1 of the project to commence. Phase 1 consists of four mixed use buildings and a public street, with 354 residential units and several hundred square feet of commercial space. These 4 buildings have since been completed and occupied.

### **Proposal Details**

The applicant has requested to update their existing development agreement to reflect changing design trends and market demands. A new development concept design has been proposed which includes changes to building heights, street layouts, park and open space locations and land use locations. This new

concept would involve replacing the existing Development Agreement with a new Stage I agreement under the existing site specific W-9 and W-9B policies of the Downtown Dartmouth Secondary Planning Strategy. As discussed below, the new Regional Centre Plan allows for these old policies to continue to regulate development on the site. The major aspects of the proposal are as follows:

- Revised second access design to accommodate emergency access/egress and pedestrian movement;
- Amended road network and phasing plan;
- Inclusion of two public parks and new public access to the waterfront via boardwalks;
- Introduction of lower scale residential buildings along the outward facing extent of the King's Wharf peninsula;
- Removal of the previously proposed saltmarsh open space;
- Removal of Ferry Terminal Park connection as within the scope of this development agreement;
- Exempt grocery stores from the total amount of commercial space allowed on the site; and
- Inclusion of new design standards regulating building massing and architecture.

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

The existing Stage 1 and Stage 2 development agreements are enabled by Policies W-9 and W-9B (Attachment C) of the Downtown Dartmouth SMPS. These policies provide for a mixed use redevelopment requiring Council to consider such impacts of development including, but not limited to the following:

- public accessibility to the water's edge;
- limiting the extent of harbour infill;
- encouragement of pedestrian activity at the street level; and
- high quality design and detail within both architecture and streetscaping.

In September of 2019, Package A of the Regional Centre Municipal Planning Strategy (Centre Plan) was approved by Regional Council. It is this plan, and the associated land use by-law which now regulate development of this site. With this said, the Centre Plan includes transition policies that specifically acknowledge the amount of time and effort which has been directed to the completion of the King's Wharf project to date. Policy 10.25 of the Centre Plan allows all complete applications for development agreements on file on or before the date of Council's notice of its intention to adopt the Centre Plan to continue to be considered under the policies in effect on the date of that notice. Under these circumstances, this report evaluates the proposed development against the original policies contained within the Downtown Dartmouth Municipal Planning Strategy.

### **COMMUNITY ENGAGEMENT**

The community engagement process is 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, letters mailed to property owners within the notification area and a public information meeting held on May 30, 2018. Attachment D contains a copy of the minutes from the meeting. The public comments received include the following topics:

- Concern for the amount of on-site parking included within the development;
- Concern regarding the impact on views to the harbour from nearby existing development;
- Support for the inclusion of a grocery store;
- Questions surrounding the process for obtaining permits to infill the harbour; and
- Concerns regarding increased traffic in the area.

A public hearing must be held by Harbour East Marine Drive 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, CN Rail, business and property owners.

## **DISCUSSION**

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the SMPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant SMPS policies.

### **Proposed Development Agreement**

Attachment A contains the proposed development agreement for the subject site and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- Division of the site into 4 phases and 2 additional "sites" to be developed as demand warrants over time;
- Outlines the location of roads and parks, in addition to the process for their detailed design and construction;
- Provides limitations on building and streetwall heights, floorplate maximums, setback, and stepbacks;
- Indicates detailed studies to be required at the time of individual building design inclusive of wind performance, acoustic performance, and confirmation of elevation above sea level;
- Public art provision requirements;
- Temporary use allowances inclusive of utilization of the existing rope loft building on site;
- Landscaping requirements for subsequent stage 2 agreements, inclusive of landscaped roof requirements on rooftops above a specific size threshold;
- Design and timing of construction of the second access to the site proposed above the existing CN rail line;
- Subdivision allowances for the site, inclusive of their timing; and
- Allowable uses inclusive of a maximum of 1146 residential units, and 27,421 square meters of commercial uses.

The attached development agreement will permit a mixed-use development inclusive of up to 1,146 residential units, commercial space, hotel, marina, parks and open space, and new streets subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the SMPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

### **Second Access**

This first phase of development was to be accessed from Alderney Drive via a single at-grade road (King's Wharf Place) which crossed the CN Rail Tracks. Requirements were made explicit within the original development agreement as well as their subsequent updates requiring a second vehicle access to be constructed prior to the commencement of any development beyond phase 1. The second access shown within the original agreements took the form of a spiral ramp commonly referred to as the 'helix' design. This ramp was located on lands owned by the applicant at the southeast corner of Alderney Drive and King's Wharf Place (Map 1).

The helix ramp design currently provided for in the development agreements is a tightly curved ramp which uses as little land as possible to gain the height needed to cross the CN rail tracks. This design is similar to ramps commonly found within parking structures constructed primarily of steel and asphalt. While this design is efficient in terms of its use of land, it has been assessed to be costly with regard to ongoing operations and maintenance. Further, this design is not optimal in terms of its aesthetics, especially given

its prominent placement along Alderney Drive at the entrance to the development.

Given the issues referenced above, the applicant has proposed replacing the helix ramp design allowed within the current development agreement with a new design. Benefits to the newly proposed access option include an increased ability to integrate landscaping into the base of the ramp, the possibility of adding a building underneath the ramp to address Alderney Drive, easier access provided to emergency vehicles entering the site, as well as a lower initial construction cost to the second access.

The terms of the existing Stage I agreement applicable to the site require that the second access be constructed prior to any additional development on the site. The applicant has designed the new ramp in such a manner that it will be structurally integrated into 'Building E' which is the next building anticipated to be developed. As such, the terms of the new proposed agreement prohibit development of other sites prior to the completion of the access, and further require that the second access be completed prior to occupancy for Building E being granted.

### **Allowable Uses**

Uses permitted on the site within the proposed agreement are largely consistent with those permitted in the existing Stage I originally considered by Council in 2008. A maximum 1,500 residential units, inclusive of work-live units continue to be permitted on the site in addition to a maximum of 27,421 square metres of commercial uses. Much of this permitted commercial space is anticipated to be in the form of retail space on the ground floors of buildings, similar to that established within the 4 buildings existing on the site today. The draft agreement also identifies a number of 'Pedestrian Oriented Commercial Streets' which are of particular prominence so as to require active commercial uses on the ground floors. Active uses include retail stores, restaurants, cultural uses and drinking establishments.

### **Built Form**

The precise look, feel and design of buildings within the King's Wharf Development are not pre-determined by this Stage 1 agreement, but will instead be guided by the terms of this agreement when considered in a subsequent Stage 2 amending agreement process. Key controls regulating the size of buildings on the lands include maximum building heights, tower separation distances, maximum building dimensions, material prohibitions and requirements for active uses on streets deemed to be pedestrian oriented on Schedule G. By and large, quantitative regulations surrounding buildings on this site have taken cues from the recently completed Regional Centre Municipal Planning Strategy as well as the previously existing Downtown Halifax Land Use By-law.

One notable exception to this consistency is the maximum floorplate size of buildings. Floorplates are the amount of square footage permitted on any given floor within the tower portion of a building. Typically, thinner towers are more desirable from a shadow, wind, and overall aesthetic perspective. In this case, the applicant has requested larger than typical floorplates for their towers given the unusually high costs of redeveloping this formerly industrial site. Within the proposed development agreement, one lot is permitted floorplates of a maximum 915 m<sup>2</sup> in size, 3 other lots are permitted plates of 830 m<sup>2</sup> in size, with all remaining lots being retained to a maximum of 800m<sup>2</sup>. As a source of comparison, floorplates in excess of 750 m<sup>2</sup> are not permitted within 'Package A' areas of the Regional Centre plan. Staff advise that in the absence of specific policy direction relating to the size of buildings in King's Wharf, the built form enabled by proposed development agreement is consistent with policies in this respect.

In addition to the quantitative requirements of the Development Agreement referenced above, a Design Guidelines has been included within the agreement as Schedule H, with all subsequent Stage 2 amendment agreements being required to consider the design criteria held within that document. The Design Guidelines contain further qualitative direction surrounding the design of buildings and dealing with such conditions as sloping sites, the frequency and visibility of building entries, landscaping, lighting, and signage.

### **Streetwall Heights**

Streetwall heights are regulated via Schedule F of the development agreement, which provides specific heights on a site by site basis. A total of 9 different streetwall heights are being proposed within this

prominent, but relatively small development site. As a source of comparison, a total of 2 different streetwall heights are in place for all lands being regulated by 'Package A' of the Regional Centre Plan. The heights proposed in King's Wharf significantly exceed those found elsewhere within urban areas of the Municipality, and within newer policies and development agreements approved over the past years. Heights within the proposed agreement range from 22 metres (approximately 6 storeys) to 11 metres (approximately 3 storeys).

While staff advise these heights exceed those which would be conducive to a comfortable pedestrian experience in all locations on the site – particularly those areas with narrower residentially focused streets – the applicant has indicated that these heights are necessary to achieve both their architectural vision for the site, as well as to reach necessary levels of financial viability for the project.

### **Boardwalks and Easements**

Site specific policy applicable to this site indicates that the water's edge should be designed for unrestricted public access by either public ownership and/or perpetual easement. To date within the first 4 buildings constructed on the site, a limited amount of this access has been provided given all 4 buildings have been located with no setback from the water's edge, and with only limited opportunity for public access to the water in between the 4 buildings. To address this policy within the remaining development area, the proposed development agreement identifies an extensive boardwalk pathway which runs along the outer edge of the development against the harbour edge for the majority of the east and south facing lands.

Schedule D of the agreement indicates the general location of the boardwalk which will be provided as a minimum 3 metres in width, designed to connect publicly accessible open spaces found throughout the site held both in private and public ownership. Ownership of the boardwalk itself will remain in the hands of the developer as will responsible for its maintenance inclusive of snow clearing, garbage removal, and repair of surface materials. Any maintenance related to the seawall, or other engineered structures which support the seawall will also be the responsibility of the developer. Access to these boardwalks would be assured via easements, with the timing of these easement being solidified with each Stage II amending agreement and being guaranteed in advance of the granting of an occupancy permit for adjacent buildings.

### **Phasing**

Given the size of the site and amount of development yield, the King's Wharf development has been divided into several construction phases. It should be noted that construction of the grade separated emergency access ramp is required in advance of occupancy of any building within any phase of the development. This is outlined further in the section of this report entitled 'Grade Separated Emergency Access Ramp'. Section 3.4 of the proposed agreement requires that the project be developed sequentially in 4 phases, with the exception of areas labeled as Site 1 and Site 2. This will result in buildings on the south side of King's Wharf Place being the next to develop, beginning with the building on Lot E located immediately to the right when entering King's Wharf off Alderney Drive. Site 2 is identified as a site for a tall tower at the far end of the existing King's Wharf Place cul-de-sac. This site would be permitted to be developed at any time subsequent to the completion of the Grade Separated Emergency Access Ramp. Similarly, Site 1, proposed to contain a marina, could also develop at any time subsequent to the completion of the Grade Separated Emergency Access Ramp.

### **Approval Process**

If Harbour East Marine Drive Community Council were to approve the attached Stage 1 Development Agreement, this would be the first step in the process towards constructing the next building on the property. Subsequent to an approval, the applicant would need to proceed through a Stage 2 amending development agreement process. This amending agreement would include finer grain details of buildings on a site by site, phase by phase basis. Each Stage 2 amending agreement would need to be consistent both the applicable Municipal Planning Strategy policies as well as the overarching Stage 1 agreement which is the subject of this report. Community Council would be presented with these amending agreements and could consider their approval by resolution. Stage 2 amending agreements would not require a public hearing process in order to be considered.

### **Grade Separated Emergency Access Ramp**

The Municipal Design Guidelines (2013) stipulate that no more than 300 units may be located in a development which is served by a single access road. The standards provide that a maximum of 100 dwelling units may be approved on a single public street access and, in cases where there is an approved phasing plan and agreement in place which confirm that a second street access will be provided within a specified timeframe, up to 300 dwelling units may be developed on a single access.

The reason for this requirement is to avoid circumstances that would hinder emergency access or evacuation of the site. The subject site has a relatively restricted single connection to the existing public road network. An additional access point, either over or below the existing rail line, is needed to ensure appropriate emergency response capacity.

The existing Stage 1 development agreement identifies an area close to the corner of King's Wharf Place and Alderney Drive which would contain a secondary access ramp. The currently approved access ramp, referred to as the 'helix' design, is one of a curved ramp which circles over itself to reach a height adequate to cross the rail line while ensuring it does not interfere with passing trains. The access was the subject of several amendments to the existing development agreement. Originally, the maximum number of units permitted on the site in advance of construction of the ramp was capped at 300. This number was subsequently increased by Harbour East Marine Drive Community Council in August of 2014 to a new total of 354. This August 2014 staff report relating to this matter stated the following:

*To provide further certainty as to the timing of the construction of this access, a requirement has been placed in the amending Stage 1 and Stage 2 agreements such that the second access is to be under construction by April 1, 2017. This would provide adequate time for the design, approval and commencement of construction of the second access.*

To date, the grade separated emergency access does not exist nor has construction on the second access ramp commenced. The applicant has indicated that the helix ramp design is both financially undesirable in addition to being aesthetically unpleasing. Further, the applicant has noted that the helix ramp was originally designed and approved in a location partially on HRM lands.

A revised grade separate emergency access ramp has been redesigned in a manner to allow its sitting completely on privately owned land. The proposed ramp (as shown in the Schedules of the Development Agreement in Attachment A) runs parallel to Alderney Drive from the current intersection at Kings Wharf Place crossed the rail line and turns into the King's Wharf development site and rejoining the proposed internal street network. The maximum height to the underside of the ramp is slightly over 7 metres above the elevation of the existing rail line. Given that structural components of the ramp will be common to the buildings located on abutting lots H, E, and J, the draft agreement allows development permits to be issued for those lots in advance of completion of the ramp. However, occupancy for buildings on Lots E and J will not be permitted until such time that the grade separated emergency access ramp is determined to be complete and functional by the Municipal Engineer.

Vehicle access to the ramp will be limited to emergency vehicles, with its width being conducive only to one-way traffic. At all other times, the ramp will be available to cyclists and pedestrians as an alternative option to the at-grade rail crossing on King's Wharf Place. The design and location of the ramp has been vetted by CN Rail, HRFE, and Development Engineering, with preliminary designs being found acceptable by all parties. Further detailed engineering drawings will be provided via a subsequent Stage 2 Development Agreement amendment process in advance of its construction. The proposed development agreement states that ownership and maintenance of the grade separate emergency access ramp is the sole responsibility of the developer.

### **Development Agreement Discharge**

In approving a new Stage 1 development agreement for the King's Wharf development site, Council would also need to discharge the existing agreements applied to the land. Attachment B provides a discharge agreement which would remove both the Stage 1 agreement and amending agreements applied to the entirety of the King's Wharf Development, as well as the Stage 2 agreements which were used to develop

the four existing buildings on the north side of King's Wharf Place. Development of the vacant portion of the property would be developed as described within this report and the development agreement in Attachment A. Conversely, development agreements would be removed from the titles of the 4 existing buildings, with their future use and development be regulated by the Downtown Zone of the Regional Centre Land Use By-law. The Charter does not require a public hearing for the discharge of an agreement or a portion thereof. A Community Council may discharge a development agreement by resolution.

### **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 SMPS. The proposed development agreement would result in a dense, mixed-use, walkable community within downtown Dartmouth with buildings and public open spaces that respond to their unique waterfront setting. Therefore, staff recommend that the Harbour East Marine Drive Community Council approve the proposed development agreement.

### **FINANCIAL IMPLICATIONS**

The applicant will be responsible for the majority of costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement.

### **RISK CONSIDERATION**

Both HRM Development Engineering as well as Halifax Regional Fire and Emergency have previously expressed concern for the absence of a second vehicle access to this development to date. The intent within the previously approved Development Agreement was to ensure that, regardless of more units being added to the site or not, a second access was constructed in a timely manner. To date, this has not been the case, and the site is currently not consistent with the terms held in the existing approved agreement. A risk does exist wherein if no additional buildings are developed on the site, the grade separated emergency access will not be constructed. This notwithstanding, the applicant has shown good faith and has indicated his intention to develop the next building at the earliest opportunity should Council approve the attached Development Agreement.

Subsequent to the above, there are no significant risks associated with the recommendations contained within this report. This application may be considered under existing SMPS policies. Community Council has the discretion to make decisions that are consistent with the SMPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

### **ENVIRONMENTAL IMPLICATIONS**

All development on the subject lands will need to abide by Regional Centre and Regional planning policies relating to sea level rise and main floor geodetic elevation for residential uses. While there is a policy within the site specific Secondary Municipal Planning Strategy relating to limiting the amount of infill of the harbour, Halifax Regional Municipality does not have the ability to regulate this activity within pre-confederation water lots. The Municipality only has the ability to regulate the use of land once it has been created. The attached Development Agreement has however taken care to ensure that the land created for the purposes of this development is used efficiently, to allow for the gradual transition of building heights from a high point along the existing King's Wharf Place to lower heights towards the waters edge at the southern end of the development site.

### **ALTERNATIVES**

1. Harbour East Marine Drive Community Council may choose to approve the proposed 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. Harbour East Marine Drive Community Council may choose to refuse the proposed 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**

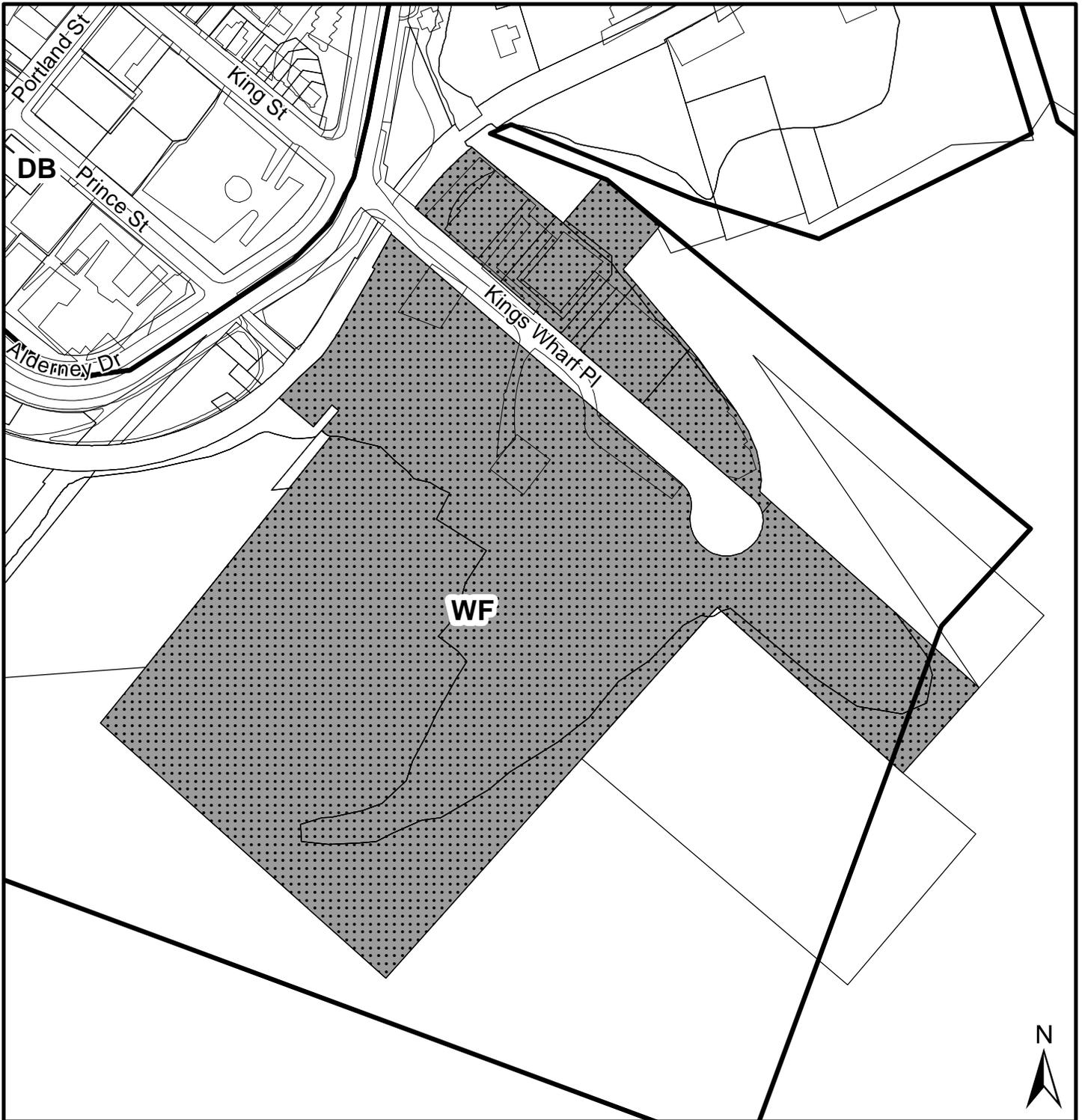
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Stage I Development Agreement
Attachment B:	Proposed Discharging Development Agreement
Attachment C:	Review of Relevant MPS Policies
Attachment D:	Public Information Meeting Minutes

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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: Carl Purvis, Planning Applications Manager, 902.490.4797

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### Map 1 - Generalized Future Land Use

King's Wharf Place, Dartmouth

**HALIFAX**

 Subject Site

**Designation**

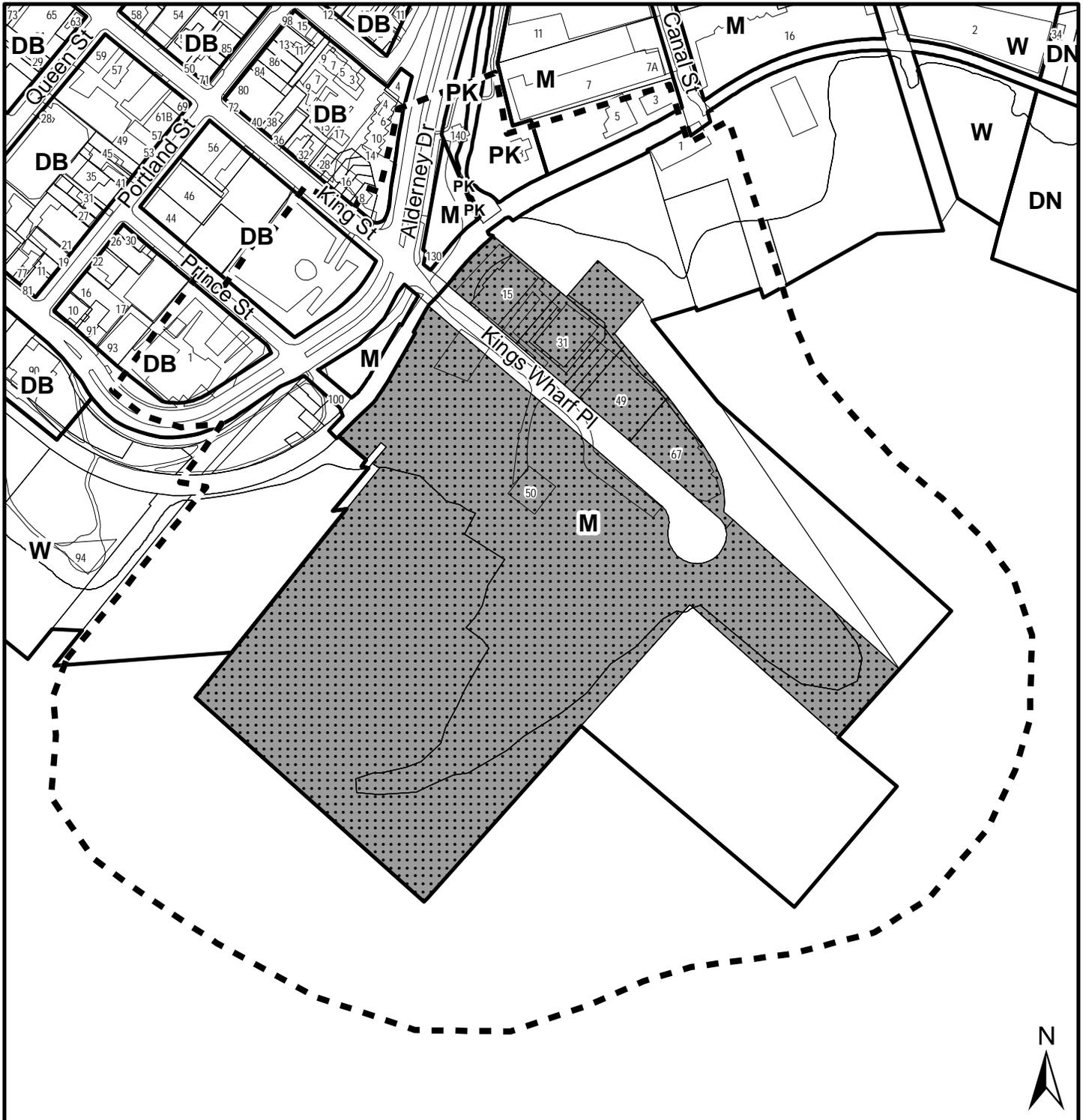
DB Downtown Business District  
 WF Waterfront



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.

Downtown Dartmouth  
 Plan Area



## Map 2 - Zoning & Area of Notification

King's Wharf Place, Dartmouth

**HALIFAX**



Subject Site



Area of notification

### Zone

- DB Downtown Business District
- W Waterfront
- M Marine Business
- PK Park and Open Space

0 40 80 120 m



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.

Downtown Dartmouth  
Land Use By-law Area

Attachment A: Development Agreement

THIS AGREEMENT made this      day of **[Insert Month]**, 20\_\_\_,

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**  
a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at King's Wharf Place, Dartmouth and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Municipality approved an application to enter into a Stage I Development Agreement pertaining to the concept plan for the King's Wharf development on August 7, 2008, (Municipal Case 00798), and which was registered at the Nova Scotia Land Registry on August 18, 2009 as Document Number 94067684, (hereinafter called the "Original Stage I Agreement");

**AND WHEREAS** the Municipality approved an application to amend the Original Stage I Agreement to revise the phasing plan for the development on the Lands (Municipal Case 01335) on November 12, 2009, and which was registered at the Nova Scotia Land Registry on January 15, 2010 as Document Number 95113008, (hereinafter called the "First Amendment to the Stage I Agreement");

**AND WHEREAS** the Municipality approved an application to enter into a Stage II Development Agreement to enable the development of Phase 1 on the Lands (Municipal Case 01335) on December 3, 2009, and which was registered at the Nova Scotia Land Registry on March 18, 2010 as Document Number 95534534, (hereinafter called the "Original Stage II Agreement");

**AND WHEREAS** the Municipality discharged the Original Stage II Agreement (Municipal Case 17735) on May 3, 2012, and which was registered at the Nova Scotia Land Registry on June 21, 2012 as Document Number 100947408 (hereinafter called the "Discharging Agreement");

**AND WHEREAS** the Municipality approved an application to enter into a Stage II Development Agreement to reflect changes to the design and land use within Phase 1 on the Lands (Municipal Case 17735) on May 3, 2012, and which was registered at the Nova Scotia Land Registry on June 21, 2012 as Document Number 100947523 (herein called the "Existing Stage II Agreement");

**AND WHEREAS** the Municipality approved an application to amend the Original Stage I Agreement to revise the phasing and mix of land uses to permit 354 residential units (Municipal Case 19241) on August 26, 2014 and which was registered at the Nova Scotia Land Registry on December 16, 2014 as Document Number 106347819, (hereinafter called the "Second Amendment to the Stage I Agreement");

**AND WHEREAS** the Original Stage I Agreement, the First Amendment to the Stage I Agreement, and the Second Amendment to the Stage I Agreement together comprise the Existing Stage I Agreement (herein called “the Existing Stage I Agreement”);

**AND WHEREAS** the Municipality approved an application to amend the Existing Stage II Agreement to allow changes to the design and use of Building C and to permit a total of 354 units in Phase 1 (Municipal Case 19241) on August 26, 2014, and which was registered at the Nova Scotia Land Registry on December 16, 2014 as Document Number 106347835, (hereinafter called the “First Amendment to the Existing Stage II Agreement”);

**AND WHEREAS** the Developer has requested that the Municipality discharge the Existing Stage I Agreement enter into a new Stage I Development Agreement to allow for a revised site design on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy W-9A of the Downtown Dartmouth Secondary Planning Strategy;

**AND WHEREAS** the Harbour East - Marine Drive Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 21296

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

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**PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

**1.1 Applicability of Agreement**

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

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

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

1.2.2 Variances to the requirements of the applicable Land Use Bylaw shall not be permitted.

**1.3 Applicability of Other By-laws, Statutes and Regulations**

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

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

Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

#### **1.4 Conflict**

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the applicable Land Use By-law to the extent varied by this Agreement), Municipal Planning Strategy, or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

#### **1.5 Costs, Expenses, Liabilities and Obligations**

- 1.5.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

#### **1.6 Provisions Severable**

- 1.6.1 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

### **PART 2: DEFINITIONS**

#### **2.1 Words Not Defined under this Agreement**

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

#### **2.2 Definitions Specific to this Agreement**

- 2.2.1 The following words used in this Agreement shall be defined as follows:

- (a) **Amenity Space:** means non-commercial indoor or outdoor above grade space designed for private or shared use by a building's occupants, such as private balconies, private grade-related unit patios, private courtyards, planters and plots for gardening, barbeque areas, swimming pools, fitness rooms, racquet or other sport courts, playgrounds, games and television rooms, exercise or art studios, music rooms, workshops, greenhouses, saunas, meeting rooms, outdoor landscaped areas for use by building occupants, or other similar uses.
- (b) **Building Height:** means the vertical difference between the average finished grade around the structure, and the structure's highest point excluding mechanical rooms, elevator shafts, stairwells and other non-occupiable spaces such as a church spire, lightning rod, flag pole, antenna, skylight, chimney, landscape vegetation, solar collector, roof top cupola, parapet, cornices, eaves, railings or guards, or other similar features, provided that the total of all such features, shall occupy in the aggregate less than 30 % of the area of the roof of the building on which they are located and no taller than 8 metres above the roof on which it sits.
- (c) **Commencement of Construction:** means installation of the footings and foundation of a building.

- (d) **Commercial Space:** means the use of a building for office uses, retail uses, or service uses.
- (e) **Cultural Uses:** means a premise used for the collection and presentation of art, films, musical and artistic performances, lectures, materials, and exhibits, including libraries, archives, museums, art galleries, cultural centres, and small performance venues containing 500 seats or fewer, excluding, convention centre uses, and other similar uses.
- (f) **Drinking Establishment:** means premises whose primary purpose is serving liquor to the public, and which is licenced under the *Liquor Control Act*, S.N.S., 1989, c. 260, as amended
- (g) **Fabrication Retail:** means space used for the small scale designing, crafting, production, constructing, and sale of objects and products created on site, such as print goods, clothing, housewares, artistic wares, and may also include a craft brewery primarily engaged in the production and packaging of less than 15,000 hectolitres per year of wine, cider, specialty or craft beer, ale, or other malt beverages or a craft distillery primarily engaged in the production and packaging of less than 75,000 litres per year of liquor and spirits, other than wine and beer, both of which may include accessory uses such as retail sale, wholesale, tours and events or hospitality room, where beverages produced at the facility can be sampled.
- (h) **Financial Institutions:** means premises providing financial and banking services to customers and clients, including banks, trust companies, savings banks, credit unions, and lending establishments.
- (i) **Floor Plate Area:** means the horizontal cross-section of a floor, between the floor and the next floor above, measured to the outside surface of the exterior walls and includes all mechanical equipment areas and all open areas inside a building that do not contain a floor, including atriums, elevator shafts, stairwells and similar areas.
- (j) **Grocery Store:** means a retail establishment with 200 square metres or more of gross floor area that primarily sells food, including food prepared on-site and food intended for take-out, and that may also sell other convenience and household goods.
- (k) **Gross Floor Area:** means the gross horizontal area of all floors in all buildings, measured from the exterior faces of the exterior walls but excluding unenclosed balconies and any floor area below the ground floor that is not used for residential purposes.
- (l) **Ground Floor** means, for each streetline, the first floor level that:
  - a. abuts the streetline; and
  - b. commences no lower than 1.0 metre below the streetline grade.
- (m) **Hard Landscaping:** means an outdoor area covered by hard or impermeable material such as outdoor furniture, planters, decorative concrete, stonework, bricks, gravel, tiles, pavers, boardwalks, or wood decking.
- (n) **High-rise:** means any main building with a building height of 22.0 metres or more.
- (o) **Low-rise:** means any main building with a building height of 11.0 metres high or less.
- (p) **Main Building:** means a structure or structures containing the primary use of a lot.
- (q) **Marina:** means an area used for the purposes of providing docking, moorage space, and related activities associated with the upkeep and storage of boats inclusive of renting, servicing, fuelling, pumping-out, chartering, launching, as well as minor repair of pleasure boats and yachts, and accessory facilities.

- (r) **Mid-rise:** means any main building with a building height greater than 11.0 metres and less than 22.0 metres high.
- (s) **Obnoxious Use:** includes any use that creates a nuisance or is offensive through the creation of noise, vibration, glare, electrical interference, fire, or explosion hazard, or the emission of gas, fumes, dust, smoke, oil, runoff, or objectionable smell, or the unsightly storage of goods, wares, merchandise, salvage, refuse matter, waste, or other material.
- (t) **Personal Service:** means services for the needs of individuals or pets, such as grooming and haircutting, tailoring and shoe repair, tattooing, depots for collecting dry cleaning and laundry, laundromats, warming and cooling centres, foodbanks, soup kitchens, drop-in centres and the retail sale of products accessory to any service provided. Animal hospitals and funeral homes, excluding crematoriums, are considered personal service uses.
- (u) **Public Realm:** means space which is belonging or open to, enjoyed and used by or maintained for the public generally.
- (v) **Rooftop Greenhouse:** means a permanent structure located on a roof and constructed primarily of transparent materials, which is devoted to the protection and cultivation of medicinal, food producing, and ornamental plants such as vegetables, fruits, herbs, sprouts, and flowers.
- (w) **Service Use** means a business whose primary function is call-out or dispatch work, such as exterminators, plumbers, carpet cleaners, locksmiths, electricians, tow trucks, landscapers, taxis, and standalone catering.
- (x) **Soft Landscaping:** means an outdoor area covered by soft or water-permeable material and vegetation such as trees, hedges, shrubs, flowers, grass, fruit and vegetable plants, sod, or other vegetative groundcover.
- (y) **Stage II Agreement** means an amending development agreement that amends this development agreement;
- (z) **Stepback:** means a specified horizontal recess from the top of a streetwall, which shall be unobstructed from the streetwall to the sky except as otherwise specified.
- (aa) **Streetline:** means any lot line dividing a lot from a street.
- (ab) **Streetline Grade:** means the elevation of a streetline at a midpoint of a streetwall. Separate streetline grades are determined for the midpoint of each streetwall segment that is greater than 8.0 metres wide, or a part thereof.
- (ac) **Streetline Setback:** means a yard extending across the full width of a lot between the streetline and the nearest wall of any main building on the lot.
- (ad) **Streetwall:** means the wall of a building or portion of a wall facing a streetline, or common shared private driveway, that is below the height of a specified stepback which does not include minor recesses for elements such as doorways or intrusions such as bay windows.
- (ae) **Streetwall Height:** means the vertical distance between the top of the streetwall and the streetline grade or common shared private driveway extending across the width of the streetwall.
- (af) **Streetwall Setback:** means the distance between the streetwall and the streetline or common shared private driveway.

(ag) **Water Taxi:** means a private ferry service that transports persons by boat to and from locations within the Halifax Harbour.

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

#### **3.1 Schedules**

3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 21296:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	Phasing Plan
Schedule D	Parks, Open Space and Easements
Schedule E	Maximum Building Height
Schedule F	Maximum Streetwall Height
Schedule G	Pedestrian Oriented Commercial Streets
Schedule H	Design Guidelines
Schedule I	Interim Uses

Stage II Agreements will be facilitated for through the provision of additional Schedules to this agreement.

3.1.2 Schedule B of this agreement contains a site plan for the development of the Lands. Submission and approval of a separate subdivision concept plan shall be required in advance of any Stage II Agreement application approvals pursuant to this agreement. Road locations, park locations, and easements shall be generally consistent with Schedule B.

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

3.1.4 Notwithstanding Section 3.1.3, temporary uses shall be permitted prior to the approval of a Stage II Agreement in accordance with Section 3.18 provided the grade separate emergency vehicle access as shown on Schedule B is deemed complete and functional by the Engineer.

3.1.5 No development permit shall be issued for a building on the Lands until the grade separate emergency vehicle access has been determined to be complete and functional by the Engineer.

3.1.6 Notwithstanding section 3.1.5, a development permit may be issued for the construction of Buildings on Lots E, H and J, for the construction of a grade separate emergency vehicle access, or for construction of both, before the grade separate emergency vehicle access is constructed and determined to be complete and functional by the Engineer.

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

3.2.1 Development on the Lands beyond those temporary uses referenced in Section 3.18 shall be subject to a Stage II Agreement.

3.2.2 Prior to Council considering a Stage II Agreement, the Developer shall obtain subdivision approval from the Municipality to subdivide the Lands pursuant to Section 3.5 and the Regional Subdivision By-law, as amended from time to time.

3.2.3 The design of the grade separate emergency vehicle access as shown on Schedule B must be

submitted in a form inclusive of plans which are signed and stamped by a professional engineer and accompanied by a letter provided by CN rail indicating they have approved the design and location of the ramp prior to the Developer being permitted to make an application for a building permit for any development within phases 1 through 4 or sites 1 or 2.

- 3.2.4 No occupancy permit for any development on the Lands within phases 1 to 4 or sites 1 or 2 as per Schedule C will be granted until such time that the grade separate emergency vehicle access has been deemed complete and operational by the Development Engineer.
- 3.2.5 Site preparation for each phase or portion thereof shall not occur until a Stage II Agreement has been approved and registered for that phase.
- 3.2.6 Notwithstanding Section 3.2.5 of this Agreement, site work, including clearing or grubbing that is associated with development of municipal streets, may occur prior to the approval and registration of the Stage II Agreements for those phases so long as the documents required under Sections 5.2, 5.3, 5.4, and 5.6 of this Agreement have been provided to and deemed satisfactory by the Development Officer.
- 3.2.7 Prior to Development Permits being issued for any development upon parcels, or portions of such parcels, identified as water lots as per their land title, all necessary Provincial and Federal permissions and permits must be acquired relating to infill of the Halifax Harbour.
- 3.2.8 The Developer shall provide a residential unit tracking chart and a commercial floor space tracking chart to the Municipality with each application to develop a phase, and to the Development Officer with each application for a development permit.
- 3.2.9 No occupancy permit for a building shall be issued unless the following requirements have been fulfilled:
  - (a) Section 3.5 relating to the granting of public easements;
  - (b) Section 3.6. relating to the completion of parks; and
  - (c) Section 3.2.4 relating to grade separate emergency vehicle access.

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

- 3.3.1 (1) The use(s) of the Lands permitted by this Agreement are the following:
  - (a) Maximum of 1146 residential units inclusive of work-live units;
  - (b) 27,421 square meters of commercial uses, including temporary uses, fabrication retail, marina uses, space within work-live units, and excluding adult entertainment uses, billboards, industrial uses, and obnoxious uses;
  - (c) Two marinas generally located as per Schedule B;
  - (d) Park and open space uses as per Section 3.6 of this Agreement;
  - (e) Temporary uses as per sections 3.17 and 3.18 of this Agreement; and
  - (e) Accessory uses to the foregoing.
- (2) Marina uses that are located within a building shall count towards the 27,241 square meters of commercial uses, and marina uses that are located outside of a building shall not count towards the 27,241 square meters.
- 3.3.2 Notwithstanding Section 3.3.1, institutional land uses may be permitted within any Stage II Agreement up to a maximum of 7000 square meters of floor area with a corresponding reduction in the permitted commercial floor area.

### **3.4 Phasing**

- 3.4.1 The development shall be developed sequentially in 4 phases as shown on Schedule C of this Agreement with the additional option to develop Site 1 and Site 2 out of sequence as permitted to occur in sections 3.4.2 and 3.4.3 of this Agreement.
- 3.4.2 Development of Site 1 as identified on Schedule B shall be permitted at any point in the development after construction has commenced on a minimum of 1 building in Phase 2, and Council has a Stage II Agreement for Site 1 as per section 3.4.5.
- 3.4.3 Development of Site 2 as identified on Schedule B shall be permitted at any point subsequent to the Engineer being satisfied that the grade separate emergency vehicle access has been completed, with the permitted use of this lot being limited to a Marina and subject to the completion of a Stage II Agreement for the site as per section 3.4.5.
- 3.4.4 Each lot identified on Schedule B is subject to a Stage II Agreement and construction must be commenced on all lots within each phase before any development permits are issued within the next phase.
- 3.4.5 Each Stage II Agreement shall address the following:
  - (a) Detailed provisions for land use, pursuant to Section 3.3;
  - (b) Design of the building or buildings pursuant to Section 3.8 and the Schedules contained within this Agreement;
  - (c) The further subdivision of lands into lots in accordance with Schedule B of this agreement and as per the Regional Subdivision By-law;
  - (d) Submission and review of a Stormwater Management Plan and Erosion and Sedimentation Control Plan as per Section 5.2 of this Agreement;
  - (e) Accessory building provisions;
  - (f) The timing for the construction and conveyance of any public easement shown on Schedule D of this Agreement, and as outlined within sections 3.11 and 3.12;
  - (g) Shadow impact study with a focus on minimizing impact on the public realm;
  - (h) Sound mitigation as in accordance with Section 3.8.15;
  - (i) Wind impact as per section 3.10.2 of this Agreement;
  - (j) Appropriate consideration of building materials given the site location on the water's edge;
  - (k) Boardwalk design with the aim of maximizing public access to the water's edge to the greatest extent possible;
  - (l) Landscaping of lots as per section 3.14 of this Agreement;
  - (m) The design, number and location of permitted signs;
  - (n) The design of buildings located adjacent to parkland or open spaces ensuring the design of buildings and the connections they provide promote the use and enjoyment of the parkland or open space;
  - (o) Consideration of the Design Guidelines as found in Schedule H of this agreement; and
  - (p) Other relevant land use considerations which are based on the policy guidance of the applicable Municipal Planning Strategy.

### **3.5 Subdivision of the Lands**

- 3.5.1 Subdivision applications shall be submitted to the Development Officer, and shall generally conform with this Stage I Agreement, and the Regional Subdivision By-law.
- 3.5.2 Subdivision of the land and public road construction may occur prior to approval of a Stage II Agreement consistent with Schedule B of this Agreement.
- 3.5.3 All easements which exist or are proposed to be granted to the Municipality shall be shown on the plan of subdivision, and granted to the Municipality.
- 3.5.4 Park A, as identified on Schedule B of this Agreement, shall be conveyed to the Municipality in advance of the approval of a Stage II Agreement for the development of Phase 2, as identified in Schedule C, provided the lands meet the definition of usable lands within the Regional Subdivision By-law, unless equivalent value has been otherwise provided to meet the requirements of the Regional Subdivision By-law.
- 3.5.5 Park B, as identified on Schedule B of this Agreement, shall be conveyed to the Municipality in advance of the approval of a Stage II Agreement for the development of Phase 3, as identified in Schedule C, provided the lands meet the definition of usable lands within the Regional Subdivision By-law, unless equivalent value has been otherwise provided to meet the requirements of the Regional Subdivision by-law.

### **3.6 Parks and Open Spaces**

- 3.6.1 Where park dedication is in the form of land, the parks shall include land located in the general location of Park A and B, as shown on Schedule B, and must meet the park requirements contained in the Regional Subdivision By-law.
- 3.6.2 Where the provision of parks does not meet the minimum land area requirements of the Regional Subdivision By-law, ~~the provision of cash or equivalent value or a combination of cash and equivalent value~~ shall be provided as required by the Regional Subdivision By-law.
- 3.6.3 Where land is provided for parkland, prior to an occupancy permit being issued for a building constructed on either Lot G or Lot T, whichever is last, the Developer shall construct Park A, as shown on Schedule D, to a finished state.
- 3.6.4 Where land is provided for parkland, prior to an occupancy permit being issued for a building constructed on either Lot J or Lot N, whichever is last, the Developer shall construct Park B, as shown on Schedule D, to a finished state.
- 3.6.5 Finished state for the purposes of 3.6.3 and 3.6.4 is regulated by the applicable Stage 2 Agreement, and is determined by the Development Officer.
- 3.6.6 Land for the purposes of parkland dedication shall meet the requirements of the Regional Subdivision By-law, including the definition of useable land and section 83.

### **3.7 Land Use Controls**

- 3.7.1.1 Along a streetline that abuts a pedestrian-oriented commercial street identified on Schedule G, only the following uses may be located on portions of the ground floor of a building which directly abuts the pedestrian-oriented street:
  - (a) retail store;
  - (b) restaurant – full service;

- (c) drinking establishments;
- (d) financial institutions;
- (e) medical clinics;
- (f) personal service;
- (g) grocery stores;
- (h) hotels;
- (i) cultural uses;
- (j) schools, university or college;
- (k) pedestrian entrances and lobbies for any other use permitted in the zone; and
- (l) vehicle entry points for parking areas.

3.7.1.2 Subsection 3.7.1.1. shall not apply to existing buildings.

3.7.2 20% of all dwelling units in a multi-unit dwelling, rounded up to the nearest whole number of such units, shall be a minimum of 80 square metres (861 ft<sup>2</sup>) in size.

3.7.3 For all multiple unit dwellings, private amenity space shall be provided at a rate of 5.0 square metres per dwelling unit, for use by building residents.

### **3.8 Built Form and Architectural Requirements**

#### *Building Height*

3.8.1 Maximum building heights for each lot shall be as shown on Schedule E.

3.8.2 The minimum setback from the roof edge for rooftop features shall be 3m, except for railings and guards.

3.8.3 Rooftop greenhouses shall be permitted to exceed the maximum building height up to 7.5 metres and shall have a minimum setback of 3 metres from the roof edge.

#### *Streetwall*

3.8.4 Maximum streetwall height shall apply to mid-rise and high-rise buildings and shall be generally consistent with Schedule F.

3.8.5 For high-rise buildings, a minimum stepback of 3 metres is required at the height of the streetwall.

3.8.6 For mid-rise buildings, a minimum stepback of 1.5 metres is required at the height of the streetwall.

3.8.7 No streetwall stepback shall be required for up to 20% of the width of a building along a streetline.

3.8.8 The maximum streetwall height and stepback may be exceeded by a clear uncoloured glass guard and railing system to allow for the safe use of podiums and roofs by the occupants of the building.

3.8.9.1 A streetwall shall extend the full width of a lot abutting the streetline on pedestrian-oriented commercial streets, as identified on Schedule G.

3.8.9.2 Subsection 3.8.9.1 does not apply to the extension of the streetwall respecting

- (a) a pedestrian connection between lots F and G that travels between King's Wharf Place and Road B, or
- (b) for the purpose of providing public access, as identified in Schedule D, or
- (c) for the creation of outdoor open space.

- 3.8.10 The setback of buildings shall be minimized in all cases in an effort to ensure buildings address the street and provide a comfortable and engaging walking experience.
- 3.8.11 Watercourse setback and buffer requirements of the applicable Land Use By-law do not apply to these lands.

#### *Separation Distances*

- 3.8.12 For high-rise buildings above the streetwall height, any portions of the same or any other main buildings shall be separated by at least 25.0 metres.
- 3.8.13 More than one main building on a lot may be permitted so long as the separation distances referenced in 3.8.12 are met.

#### *Maximum Building Dimensions*

- 3.8.14 Above the streetwall height, any contiguous portion of a high-rise building shall not exceed a floor plate area of:
- (a) 915 square metres for Lot E;
  - (b) 830 square metres for Lots F, G, and J; and
  - (c) 800 square metres for all other lots
- 3.8.15 Above the streetwall height:
- (a) the building depth of any contiguous portion of a high-rise building shall not exceed 35.0 metres; and
  - (b) tower width along a streetline shall be no greater than 35m.

#### *Materials*

- 3.8.16 Prohibited materials include the following:
- (a) Stucco;
  - (b) Plywood;
  - (c) Vinyl;
  - (d) Concrete block; and
  - (e) darkly tinted or mirrored glass, excepting spandrel glass panels;

#### *Sound Mitigation*

- 3.8.17 Soundproofing measures shall be provided in accordance with the National Building Code of Canada.

#### *Ground Floor Requirements*

- 3.8.18 On Pedestrian Oriented commercial streets identified in Schedule G, at least 60% of the building's total ground floor streetwall for each pedestrian oriented streetline shall consist of clear glazing.
- 3.8.19 A minimum of 50% of residential units located at the ground floor must have direct pedestrian access to the street.

### **3.9 Site 1 Requirements**

- 3.9.1 Notwithstanding Section 3.8.2 through 3.8.17 of this Agreement, it is acknowledged that Site 1 as shown on Schedule B will need to be developed in a way specific to its context, surrounded by ocean on 3 sides, adjacent to a public park, and with minimal public street frontage. As such, in considering Stage II Agreements for a mixed use building for Site 1 Council shall consider the following:
- (a) the scale of the podium of the building and its compatibility with the surrounding public realm, open space, and park space;

- (b) the orientation and massing of a tower and whether it minimizes the impact on the publicly accessible open spaces;
- (c) the adequacy of private amenity spaces for the occupants of the building;
- (d) whether there is an active ground floor that utilizes visually permeable materials and encompasses commercial uses adjacent to the public realm where possible;
- (e) the buildings are designed to provide public access and views to the Halifax Harbour;
- (f) the creation of high quality design detail at street level through attention to such matters as landscaping, signs, building entrances, and vehicle layby areas;
- (g) the provision of high quality open space and leisure areas of a size and type adequate for the resident population;
- (h) the mix of unit types and sizes;
- (i) whether the design places pedestrians first and minimizes the impact of parking and parkade access on pedestrians;
- (j) the impact of the residential and commercial densities on municipal services;
- (k) the quality of the exterior construction materials; and
- (l) other relevant land use considerations which are based on the policy guidance of the Municipal Planning Strategy.

### **3.10 Required Studies**

3.10.1 Quantitative wind studies are required for any Stage II Agreement Application containing a high-rise building. Studies shall be prepared and sealed by a qualified Professional Engineer with the results of the study informing mitigation of found impacts through building and site design.

3.10.2 Any required wind impact assessment must address:

- (a) existing wind conditions, including the effects of buildings and physical features on the lot and surrounding lots;
- (b) the impact of the development on wind conditions in the following areas:
  - i. the public realm, including parks, plazas, other open spaces, sidewalks, other pedestrian areas, and building entrances,
  - ii. outdoor amenity space, and
  - iii. surrounding properties;
- (c) the expected level of comfort for activities such as sitting, standing, strolling, and walking;
- (d) pedestrian safety, where wind gusts might adversely affect a pedestrian's balance; and
- (e) the methodology and standards used in the assessment.

### **3.11 Parking, Circulation and Access**

3.11.1 Subject to Section 3.1.4, prior to the approval of a Stage II Agreement, surface parking may be located within the Interim Uses Area as shown on Schedule I and may be permitted to exist until such time that construction commences on the phase in which the parking is located.

3.11.2 Pursuant to Section 3.11.1, surface parking shall be permitted as per the following:

- (a) a maximum total of 25 parking stalls will be permitted at any given time; and
- (b) parking shall be limited to the interim use areas as shown on Schedule I.

3.11.3 All parking outside of that permitted within Sections 3.11.1 and 3.11.2 must be located below grade or completely contained within a building. Surface parking, including accessory surface parking lot, is prohibited within any Stage II Agreement.

3.11.4 The grade separate emergency vehicle access as required under section 3.2.3 and shown on Schedule B shall not be used for public vehicle traffic, however shall be open and accessible to pedestrians at all times.

- 3.11.5 The grade separate emergency vehicle access shown on Schedule B shall be owned by the Developer and maintenance shall be the sole responsibility of the Developer.
- 3.11.6 The developer shall provide an easement in a form satisfactory to the Municipality at no cost over the grade separate emergency vehicle access as per Schedule D to provide for public pedestrian access and emergency vehicle access following completion of the grade separate emergency vehicle access and in advance of occupancy for the Buildings located on E and J. The easement for the grade separate emergency vehicle access is not required at the time of subdivision of the lands.

### **3.12 Public Access & Connectivity of Privately Owned Areas**

- 3.12.1 A boardwalk will be provided as shown on Schedule D and will be owned and maintained solely by the Developer.
- 3.12.2 The boardwalk will be a minimum width of 3 metres and will connect publicly accessible open spaces, both privately and publicly owned.
- 3.12.3 Public access to the waterfront via boardwalk and parklands shall be provided in the areas as per Schedule D.
- 3.12.4 No development of Lots P, Q, R, S and T as shown on Schedule D, shall take place until such time that the waterfront boardwalk access design has been completed and found acceptable by the Development Officer in consultation with the Parks Planner to determine whether the required widths, materials, connections to public open spaces, and easements are sufficient to satisfy the intent of this development agreement in respect of public access.
- 3.12.5 Ownership and maintenance of the seawall, and other engineered structures, including engineering infrastructure, between the development and the harbour shall be the sole responsibility of the developer.

### **3.13 Outdoor Lighting**

- 3.13.1 Lighting plans shall be required for each Stage II Agreement and shall be consistent with Schedule H of this Agreement.

### **3.14 Landscaping**

- 3.14.1 Landscaping plans shall be provided at the time of each Stage II Agreement submission and shall be consistent with Schedule H of this Agreement.
- 3.14.2 High-rise and mid-rise buildings with a flat roof, or a flat-roofed addition to an existing building, must provide soft landscaping on 50% of any area of the flat roof that:
- (a) exceeds 100.0 contiguous square metres, or for the top of a mechanical room which is the highest roof on a building 150 square meters;
  - (b) has at least one linear dimension exceeding 5.0 metres; and
  - (c) is not required or used for amenity space, architectural features, mechanical equipment, building maintenance, greenhouses or solar collectors.

### **3.15. Maintenance**

- 3.15.1 The Developer or owner of the lots shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing,

walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

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

3.15.3 The maintenance of boardwalks, seawalls, grade separate emergency vehicle access, and other areas subject to public easements shall be as outlined within Sections 3.11.5, and 3.12.5

### **3.16 Signs**

3.16.1 Details regarding the general location, size, and type of signage shall be contained within Stage II Agreements and be consistent with Schedule H of this Agreement

### **3.17 Temporary Construction Uses**

3.17.1 One building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The building shall be a single storey in height, and no larger than 500m<sup>2</sup>. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

### **3.18 Temporary Uses not associated with Construction Uses**

3.18.1 In advance of the redevelopment of the lands currently containing the warehouse building shown on Schedule I, the existing warehouse building as shown on Schedule I of this Agreement may be used, maintained, and upkept for the following uses:

- (a) Outdoor patio accessory to any use listed in Section 3.18.1 to a maximum size of 1,000 sq. ft.;
- (b) Fabrication Space;
- (c) Personal Service;
- (d) Drinking Establishment;
- (e) Restaurant – full service;
- (f) Office;
- (g) Cultural Use; and
- (h) Retail Store.

3.18.2 The existing warehouse building referenced in Section 3.18.1 is exempt from all architectural and built form requirements in Section 3.8 of this Agreement.

3.18.3 The Marina and Water Taxi uses are permitted to be located within the Interim Marina Uses Area as shown on Schedule I and may operate within that area until such time that permanent marina facilities are constructed.

3.18.4 Pursuant to Section 3.18.3, a maximum of 1 shipping container for Marina use storage shall be permitted so long as it is screened, clad, and landscaped in a manner acceptable to the Development Officer.

3.18.5 In addition to the allowances of Section 3.18.4, a total maximum of 4 shipping containers are permitted within either the interim uses area or interim marina uses area as indicated on Schedule I of this Agreement for use of urban farms, retail, rental activities, or storage on the site, subject to the following:

- (a) the use of the containers may continue until construction of the first building in Phase 3 has commenced;
- (b) the containers are not located within 30 metres of a residential use; and
- (c) containers must be screened, cladded, and landscaped in a manner acceptable to the Development Officer.

3.18.6 In accordance with Section 3.1.5, the temporary uses permitted within Section 3.18 shall require a development permit.

### **3.19 View Corridors**

3.19.1 No building or portion thereof shall project through the view corridors shown in the applicable land use bylaw.

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

### **4.1 General Provisions**

4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications and shall receive written approval from the Development Engineering prior to undertaking the work.

### **4.2 Off-Site Disturbance**

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

### **4.3 Streets**

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

### **4.4 Undergrounding Services**

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

### **4.5 Site Preparation in a Subdivision**

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

### **4.6 Outstanding Site Work**

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

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

### **5.1 Private Storm Water Facilities**

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

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

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

### **5.3 Archaeological Monitoring and Protection**

- 5.3.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

### **5.4 Sulphide Bearing Materials**

- 5.4.1 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.

### **5.5 Public Art**

- 5.5.1 The developer agrees to provide public art, as defined in HRM 's Cultural Plan . The appraised value of the public art shall be at least 0.75% of the total construction costs of the buildings in each Stage II Agreement.

- 5.5.2 Public art required per Section 5.5 shall be provided in each individual phase, on lands owned and controlled by the Developer, and shall be installed prior to the issuance of an occupancy permit of the last building in that phase of development.
- 5.5.3 A public art master plan, outlining the location, style, cost, and overview of how the art will integrate into the project as a whole, must be provided at or prior to the time of submission of the last Stage II Agreement application within a given phase
- 5.5.4 If the art installation is not completed in advance of the completion of construction of any given building , the Developer shall post security in the amount of 0.75% of the total construction costs of the building. The security shall be in favour of the Municipality and shall be in the form satisfactory to the Municipality. The security shall be taken in advance of the issuance of an occupancy permit for each building. The security shall be returned to the Developer only upon completion of the work as described herein and as approved by the Development Officer.

## **5.6 Site Remediation**

- 5.6.1 The Developer shall, through a qualified professional, submit verification of any remediation required by Nova Scotia Environment prior to the issuance of the first Development Permit for any phase.

## **5.7 Coastal Elevation**

- 5.7.1 No development permit shall be issued for any building on a lot abutting the coast of the Atlantic Ocean, including its inlets, bays and harbours, where a residential unit is located within a 3.8 meter elevation above the Canadian Geodetic Vertical Datum (CGVD 28).

## **PART 6: AMENDMENTS**

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

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:
- (a) Approvals of any Stage II Agreement associated with this development;
  - (b) Amendments to this Agreement that were made by a Stage II Agreement;
  - (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
  - (d) The length of time for the completion of the development as identified in Section 7.4 of this Agreement;
  - (e) Amendments to this Agreement to include the use of cruise ship or luxury yacht docking facility;
  - (f) Notwithstanding section 3.11 of this Agreement, changes to the amount of surface parking so long as it is screened from the public realm by surrounding buildings;
  - (g) Amendments to the list of permitted temporary uses as contained within Section 3.18 of this Agreement;
  - (h) Amendments to the list of prohibited materials as contained within Section 3.8.14 of this Agreement;
  - (i) Revision to the lot lines as shown on Schedule B;
  - (j) Amendments to Schedule C – Phasing Plan;
  - (k) Amendments to Schedule H – Design Guidelines;

- (l) Amendments to 3.7.1 - the list of pedestrian oriented uses in this Agreement; and
- (m) Amendments to the configuration of the marinas set out in this Agreement.

## **6.2 Substantive Amendments**

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

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

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

### **7.3 Commencement of Development**

- 7.3.1 In the event that the Developer has not entered into a Stage II Agreement on the lands within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the applicable land use by-law.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1.1(d) if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

### **7.4. Completion of Development and Discharge**

- 7.4.1 On granting of the Final Occupancy Permit for development of a lot pursuant to a Stage II Agreement, Council may discharge this Agreement, in whole or in part, from the lot and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law.
- 7.4.2 If the Developer fails to complete this development, after **15** years from the date of registration of this Agreement at the 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;
  - (c) discharge this Agreement; or

- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Downtown Dartmouth, as may be amended from time to time.

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

### **8.1 Enforcement**

- 8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

### **8.2 Failure to Comply**

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty days written notice of the failure or default, then in each such case:
  - (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
  - (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
  - (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
  - (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

**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**

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

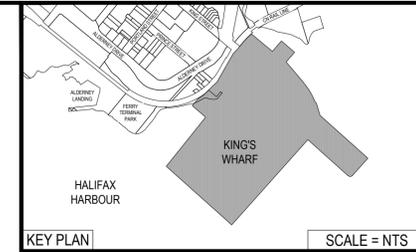
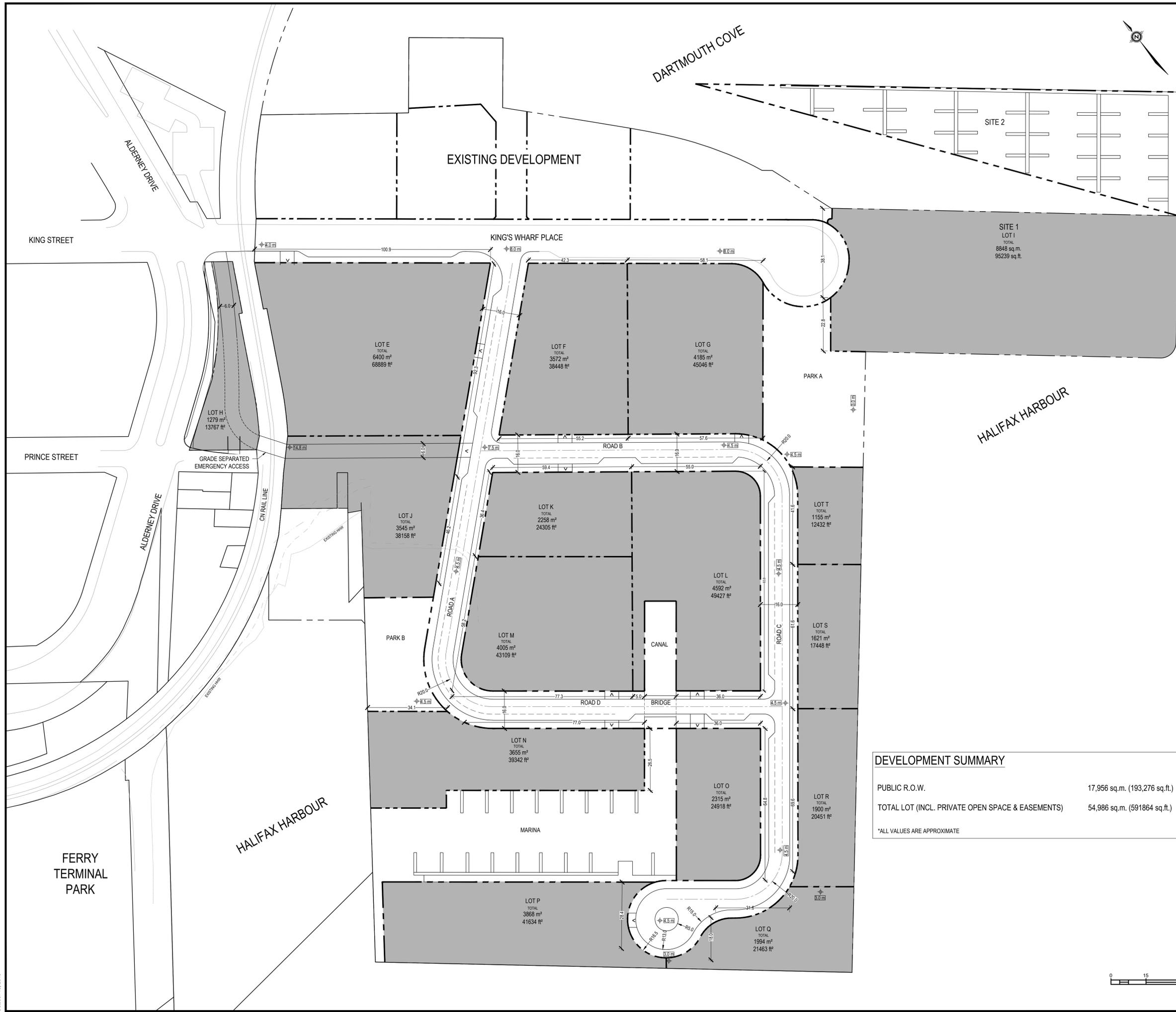
On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that \_\_\_\_\_, \_\_\_\_\_ of the parties thereto, signed, sealed and delivered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

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia



NO.	DESCRIPTION	DATE
6	ISSUED FOR DA AMENDMENT - REVISED	2019-10-10
5	ISSUED FOR DA AMENDMENT - REVISED	2018-10-01
4	ISSUED FOR DA AMENDMENT - REVISED	2018-08-27
3	ISSUED FOR DA AMENDMENT	2018-01-26
2	ISSUED FOR CLIENT REVIEW	2018-01-15
1	ISSUED FOR CLIENT REVIEW	2017-11-16

**ekistics plan+design**  
1 Starr Lane, Dartmouth, NS B2Y 4V7  
902.461.2525 www.ekistics.net

*Landscape Architecture | Engineering | Architecture*

**DEVELOPMENT SUMMARY**

PUBLIC R.O.W.	17,956 sq.m. (193,276 sq.ft.)
TOTAL LOT (INCL. PRIVATE OPEN SPACE & EASEMENTS)	54,986 sq.m. (591864 sq.ft.)

\*ALL VALUES ARE APPROXIMATE

**CLIENT**

**FARES & CO. DEVELOPMENT INC.**  
31 KING'S WHARF PLACE  
KEELSON SALES CENTRE  
DARTMOUTH, NS B2Y 0C1

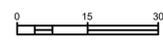
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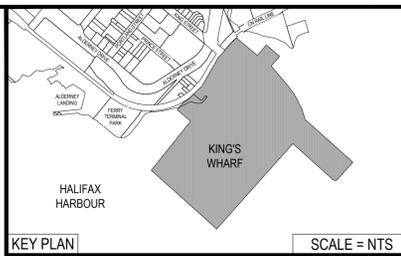
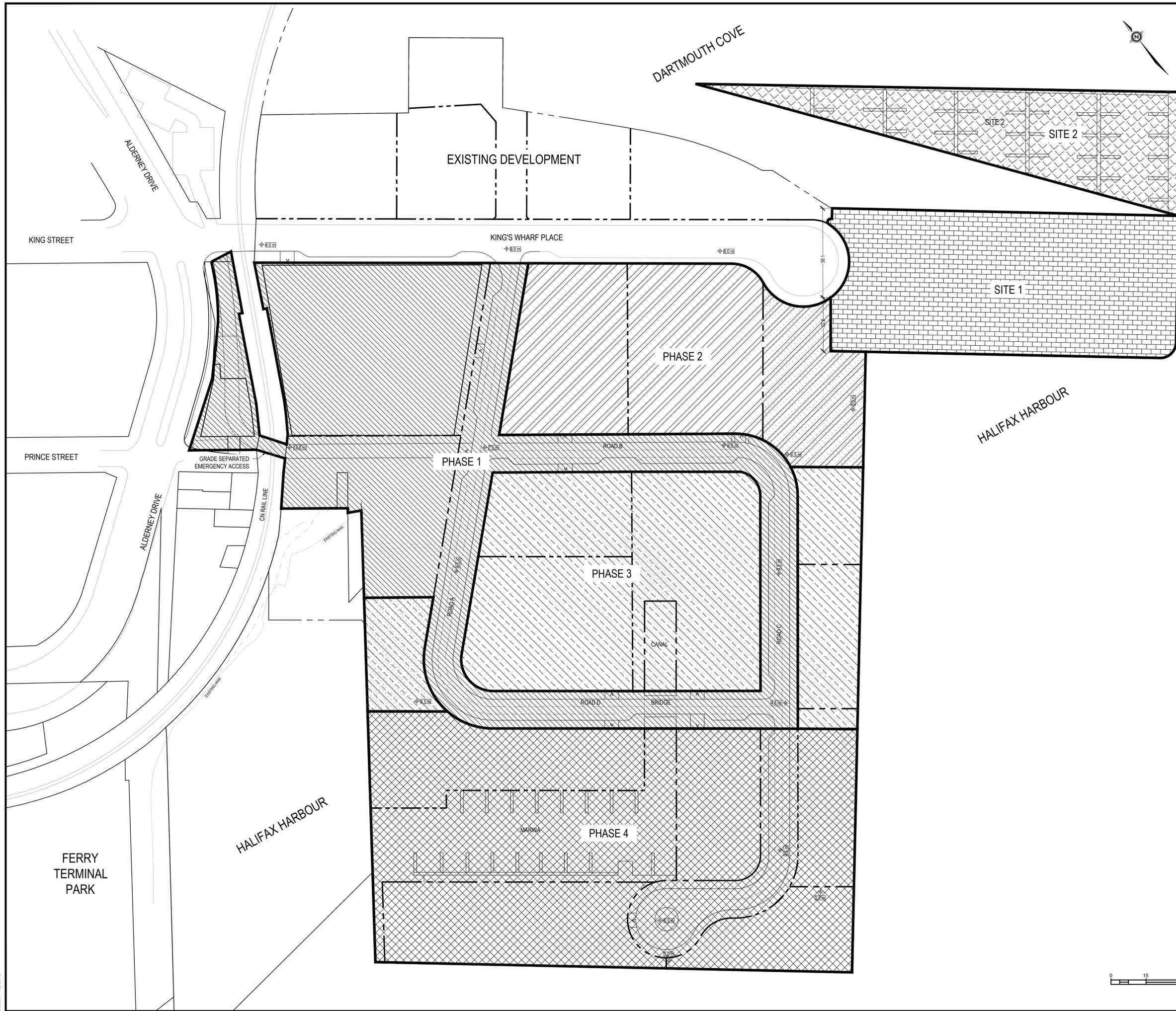
**KING'S WHARF**  
DARTMOUTH, NS

**SHEET DESCRIPTION**

**SCHEDULE B:**  
**SITE PLAN**

SCALE	DATE	SCHEDULE
AS NOTED	2019/10/18	<b>B</b>
DRAWN DS	CHECKED RL	PROJECT NO. 17-145





KEY PLAN SCALE = NTS

NO.	DESCRIPTION	DATE
6	ISSUED FOR DA AMENDMENT - REVISED	2019-10-10
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3	ISSUED FOR DA AMENDMENT	2018-07-26
2	ISSUED FOR CLIENT REVIEW	2018-07-15
1	ISSUED FOR CLIENT REVIEW	2017-11-16

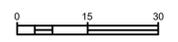
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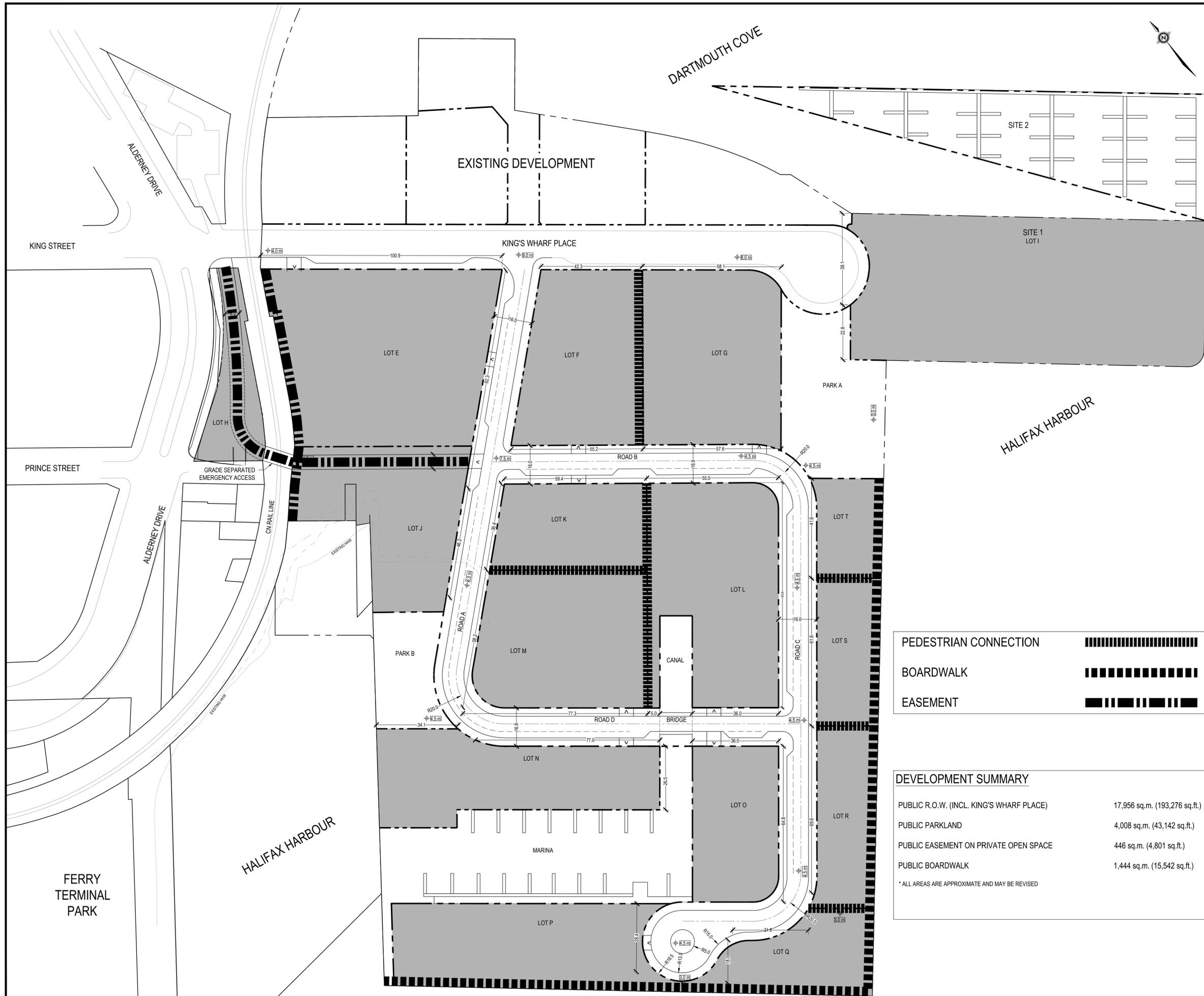
CLIENT  
**FARES & CO. DEVELOPMENT INC.**  
 31 KING'S WHARF PLACE  
 KEELSON SALES CENTRE  
 DARTMOUTH, NS B2Y 0C1

PROJECT  
**KING'S WHARF**  
 DARTMOUTH, NS

SHEET DESCRIPTION  
**SCHEDULE C:  
 PHASING PLAN**

SCALE	DATE	SCHEDULE
AS NOTED	2019/10/18	C
DRAWN: DS	CHECKED: RL	PROJECT NO.: 17-145





DARTMOUTH COVE

EXISTING DEVELOPMENT

HALIFAX HARBOUR

HALIFAX HARBOUR

**PEDESTRIAN CONNECTION** [Symbol]

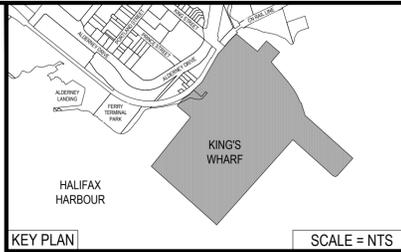
**BOARDWALK** [Symbol]

**EASEMENT** [Symbol]

**DEVELOPMENT SUMMARY**

PUBLIC R.O.W. (INCL. KING'S WHARF PLACE)	17,956 sq.m. (193,276 sq.ft.)
PUBLIC PARKLAND	4,008 sq.m. (43,142 sq.ft.)
PUBLIC EASEMENT ON PRIVATE OPEN SPACE	446 sq.m. (4,801 sq.ft.)
PUBLIC BOARDWALK	1,444 sq.m. (15,542 sq.ft.)

\* ALL AREAS ARE APPROXIMATE AND MAY BE REVISED



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1	ISSUED FOR CLIENT REVIEW	2019-11-16
NO.	DESCRIPTION	DATE

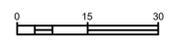
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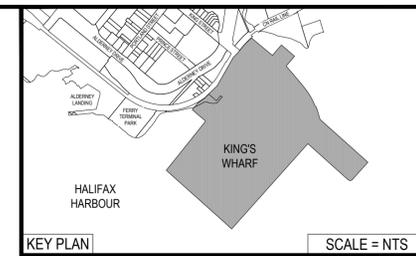
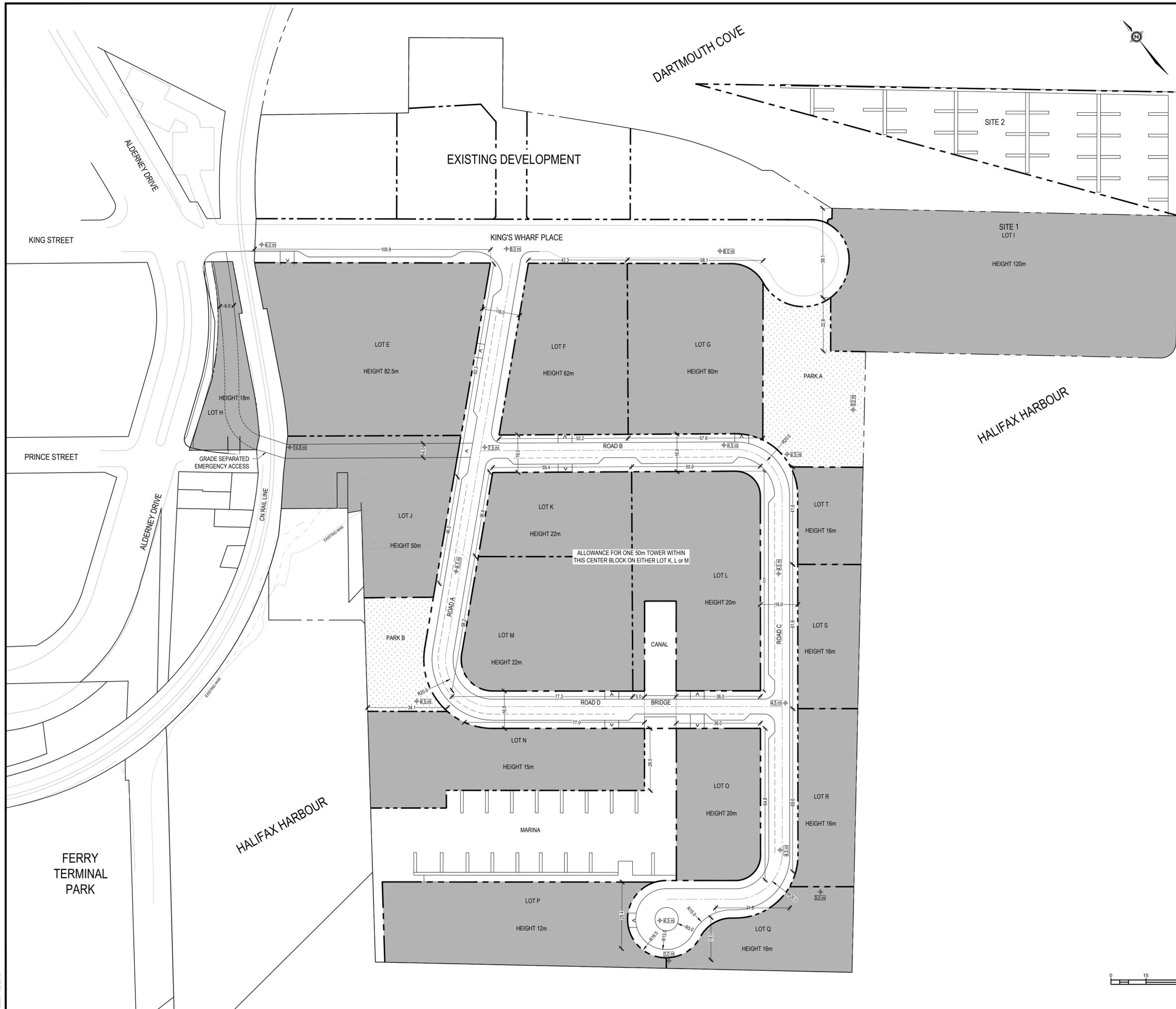
CLIENT  
**FARES & CO. DEVELOPMENT INC.**  
 31 KING'S WHARF PLACE  
 KEELSON SALES CENTRE  
 DARTMOUTH, NS B2Y 0C1

PROJECT  
**KING'S WHARF**  
 DARTMOUTH, NS

SHEET DESCRIPTION  
**SCHEDULE D:  
 PARKS, OPEN SPACE AND EASEMENTS**

SCALE	DATE	SCHEDULE
AS NOTED	2019/10/18	<b>D</b>
DRAWN	CHECKED	PROJECT NO.
DS	RL	17-145





KEY PLAN SCALE = NTS

6	ISSUED FOR DA AMENDMENT - REVISED	2019-10-10
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1	ISSUED FOR CLIENT REVIEW	2017-11-16
NO.	DESCRIPTION	DATE

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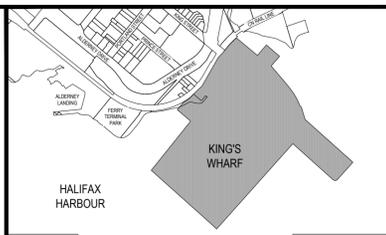
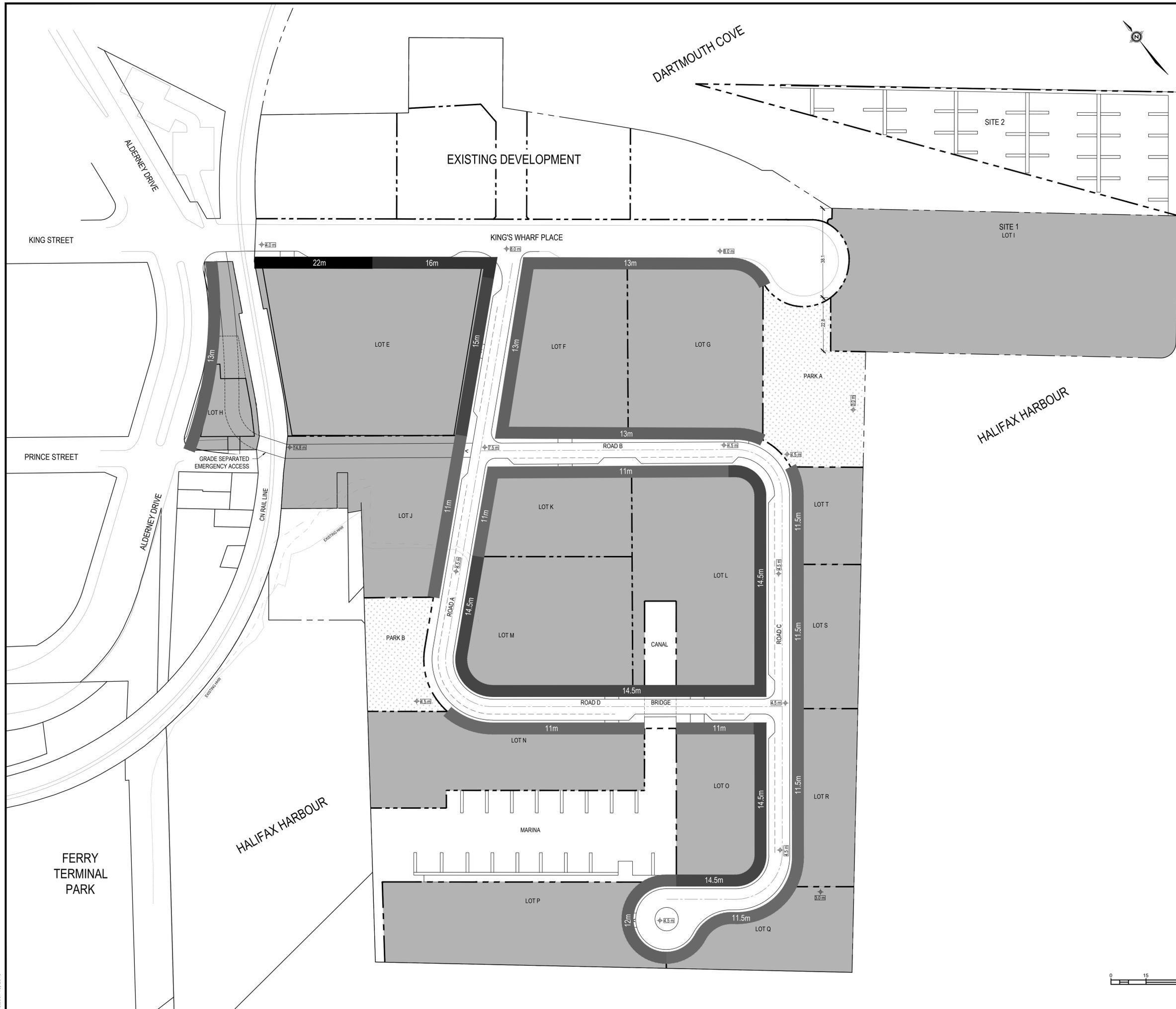
PROJECT  
**KING'S WHARF**  
 DARTMOUTH, NS

SHEET DESCRIPTION  
**SCHEDULE E:  
 MAXIMUM BUILDING HEIGHT**

SCALE	DATE	SCHEDULE
AS NOTED	2019/10/18	<b>E</b>
DRAWN	CHECKED	PROJECT NO.
DS	RL	17-145

October 18, 2019

DATE: 20191018 FILE: S:\SERVER\2019\Projects\King's Wharf Master Plan (DA Update 17-145) Production\1 - Drawings\A\CVT.dwg



KEY PLAN | SCALE = NTS

NO.	DESCRIPTION	DATE
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CLIENT

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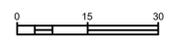
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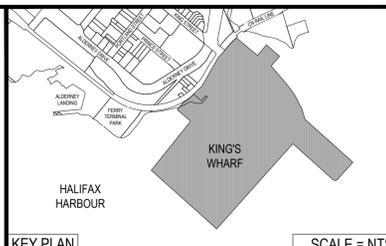
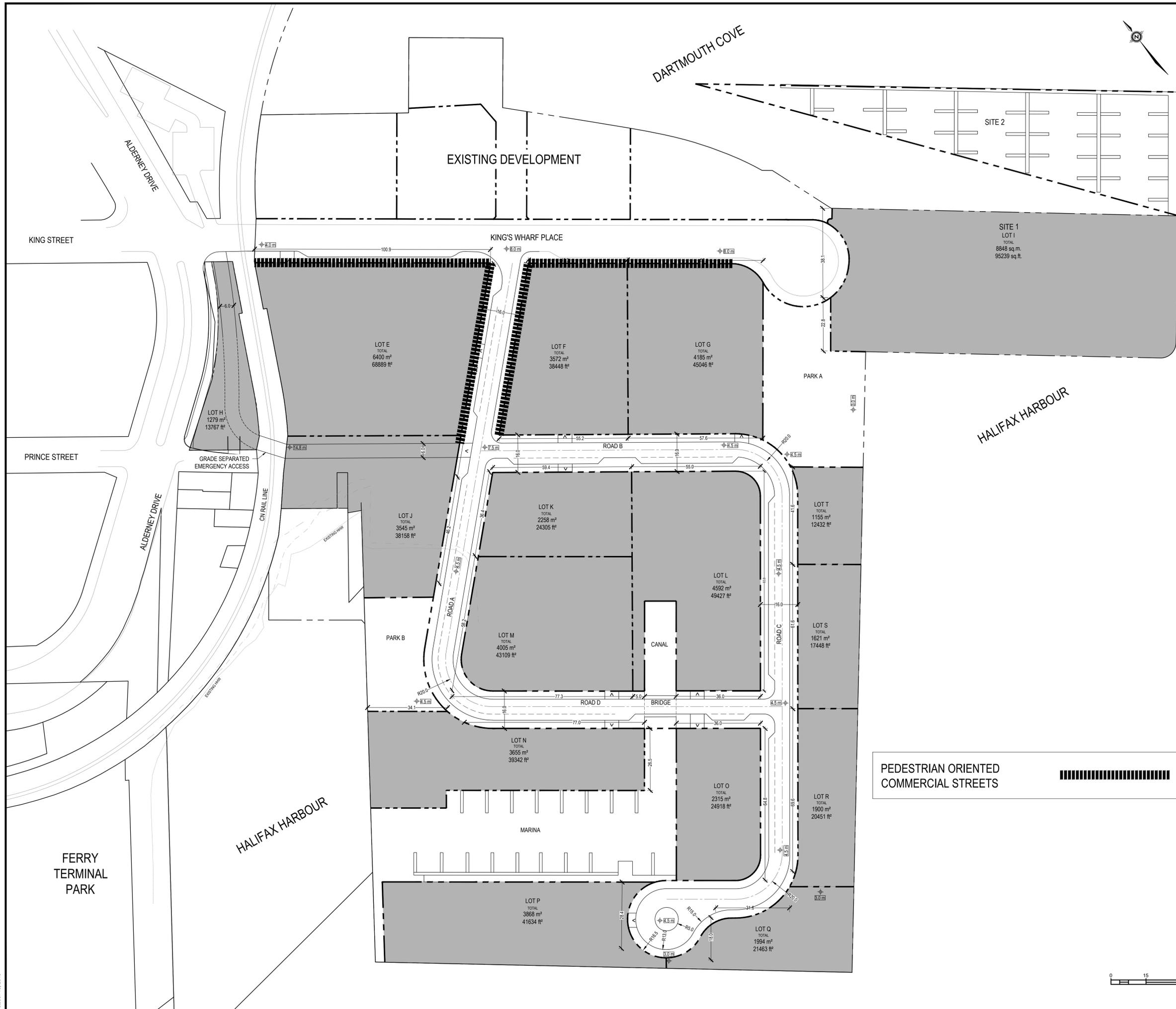
**KING'S WHARF**  
 DARTMOUTH, NS

SHEET DESCRIPTION

**SCHEDULE F:  
 MAXIMUM STREETWALL HEIGHT**

SCALE	DATE	SCHEDULE
AS NOTED	2019/10/18	F
DRAWN DS	CHECKED RL	PROJECT NO. 17-145





KEY PLAN SCALE = NTS

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NO.	DESCRIPTION	DATE

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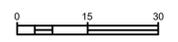
CLIENT  
**FARES & CO. DEVELOPMENT INC.**  
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 KEELSON SALES CENTRE  
 DARTMOUTH, NS B2Y 0C1

PROJECT  
**KING'S WHARF**  
 DARTMOUTH, NS

SHEET DESCRIPTION  
**SCHEDULE G:  
 PEDESTRIAN ORIENTED COMMERCIAL STREETS**

SCALE	DATE	SCHEDULE
AS NOTED	2019/10/18	<b>G</b>
DRAWN	CHECKED	PROJECT NO.
DS	RL	17-145

PEDESTRIAN ORIENTED  
 COMMERCIAL STREETS



## Schedule H – Design Guidelines

1. When considering a Stage II Agreement and amendment thereto for King's Wharf, Council shall consider the design guidelines set out in this Schedule, with the goal of ensuring that King's Wharf will develop as a world-class, mixed-use, pedestrian oriented waterfront community.
2. This document is divided into the following Sections:
  - streetwall guidelines;
  - retail frontage guidelines;
  - building orientation and placement guidelines;
  - residential use guidelines;
  - sloping condition guidelines;
  - animated street guidelines;
  - building material guidelines;
  - building entrance guidelines;
  - roofline and roofscape guidelines;
  - vehicular access, circulation, loading, and utility guidelines;
  - parking garage guidelines;
  - landscaping guidelines;
  - exterior lighting guidelines; and
  - sign guidelines.

### Streetwall Guidelines

3. In considering a Stage II Agreement, Council shall consider the following streetwall guidelines:
  - (a) that streetwalls contribute to the 'fine-grained' character of the streetscape by articulating the façade in a vertical rhythm that generally consists of 20' to 40' bays;
  - (b) that streetwalls are generally built to occupy 100% of a property's frontage along streets, except for passage ways to interior open spaces;
  - (c) that streetwalls are designed to have a high quality of material and detail;
  - (d) that windows and doors in the proposed buildings are prevalent to provide 'eyes on the street' and a sense of animation and engagement;
  - (e) that mechanical and utility functions, such as vents, trash vestibules, and propane vestibules, are architecturally integrated into the facade; and
  - (f) along pedestrian frontages at grade level, the mitigation measures used to minimize the impact of blank walls .

### Retail Frontage Guidelines

4. In considering a Stage II Agreement, Council shall consider the following retail frontage guidelines:
  - (a) that retail frontages incorporate sound, place making design elements;
  - (b) that narrow shop fronts are articulated and placed close to the sidewalk with frequent entries;

## Schedule H – Design Guidelines

- (c) that pedestrians are protected from climatic conditions with awnings, canopies or other means such as recessed doorways along portions of pedestrian-oriented commercial frontages (especially entrances); and
- (d) that non-commercial uses that are at-grade along pedestrian-oriented commercial frontages, are designed in such a manner to enable future conversion to retail or commercial uses.

### Building Orientation and Placement Guidelines

- 5. In considering a Stage II Agreement for a building, Council shall consider the following building placement and orientation guidelines:
  - (a) that buildings are oriented and placed at the street edge and have clearly defined primary entry points that directly access the sidewalk; or
  - (b) that buildings are placed and oriented towards the edge of an on-site public open space, such as plazas, promenades, or eroded building corners.

### Residential Use Guidelines

- 6. In considering a Stage II Agreement, Council shall consider the following residential uses guidelines:
  - (a) that individually accessed dwelling units, such as town homes, have front doors on the street or into a courtyard area and provide front yard privacy measures inclusive of setbacks and landscaping;
  - (b) where dwelling units are accessed by a common entrance and lobby, that the entrance and lobby are located at grade-level, and that the entrance is clearly recognizable from the exterior of the building by architectural treatments; and
  - (c) where a building contains dwelling units with more than two bedrooms, that a portion of these units include an immediately accessible outdoor amenity space located either at-grade or on a podium.

### Sloping Condition Guidelines

- 7. In considering a Stage II Agreement, Council shall consider the following sloping condition guidelines:
  - (a) that active uses are maintained at-grade with the sidewalk, and that these uses step down with the slope, avoiding levels that are distant from grade;
  - (b) that windows, doors and other design articulation (internal floor or ceiling lines) are located along the facades of the buildings;
  - (c) where retail uses are located on a corner of a street, that the retail display windows continue around that corner;
  - (d) that pedestrian entrances are provided on the sloping street, or if the building is fully accessible at other entrances then a small flight of steps or ramps is provided to facilitate entrances on the slope;

## Schedule H – Design Guidelines

- (e) that active uses are located at sidewalk grade, unless these uses could be located elsewhere to animate the public realm; and
- (g) the measures used to minimize the impact of blank walls.

### Animated Street Guidelines

8. In considering a Stage II Agreement, Council shall consider the following animating street guidelines:
  - (a) that buildings help create an animated street environment with doors, windows and pedestrian activity fronting and directly accessing the public realm; and
  - (b) that non-commercial uses at-grade animate the street with frequent entries and windows.
9. In considering a Stage II Agreement, Council shall consider the following building articulation guidelines:
  - (a) that the building contributes to the streetscape by providing vertical 'breaks' in the façade, as follows:
    - (i) within the first three storeys (base), the building has a clearly defined area that contributes to the quality of the pedestrian environment through animation, transparency, articulation and material quality;
    - (ii) within the body of the building above the base (middle), the building contributes to the physical and visual quality of the overall streetscape; and
    - (iii) the roof (top) of the building is distinguishable from the rest of the building and contributes to the visual quality of the skyline;
  - (b) that the building contributes to a mix and variety of high-quality architecture while remaining respectful of the context and site;
  - (c) that the buildings provide architectural variety and visual interest, such as providing vertical and horizontal recesses or projections, datum lines, and changes in material, texture or colour; and
  - (d) that the facades of the buildings that:
    - (i) face the street, provide high design quality; and
    - (ii) are located at the side and rear of a building, but that are visible from the street, have a consistent or complementary design expression as the primary facades.

### Building Material Guidelines

10. In considering a Stage II Agreement, Council shall consider the following building material guidelines:
  - (a) that the exterior materials are durable, sustainable, and easily maintained; and
  - (b) that any changes in material are avoided at building corners.

## Schedule H – Design Guidelines

### Building Entrance Guidelines

11. In considering a Stage II Agreement, Council shall consider the following building entrance guidelines:
  - (a) that entrances are emphasized by architectural expressions, such as height, massing, projection, shadow, punctuation, change in roof line, and change in materials; and
  - (b) that main building entrances are covered with a canopy, awning, recess or similar device to provide weather protection for pedestrians.

### Roofline and Roofscape Guidelines

12. In considering a Stage II Agreement, Council shall consider the following roofline and roofscape guidelines:
  - (a) that flat rooftops are landscaped with the incorporation of green roofs;
  - (b) that rooftop mechanical equipment is screened from view by integrating it into the architectural design of the building and the expression of the building top;
  - (c) that mechanical rooms, elevator and stairway head houses are incorporated into a single well-designed roof top structure; and
  - (d) that for buildings above 20 metres in height, the rooftop shall contribute to the skyline by providing sculpting, towers, night lighting or other unique features.

### Vehicular Access, Circulation, Loading, and Utility Guidelines

13. In considering a Stage II Agreement, Council shall consider the following vehicular access, circulation, loading, and utility guidelines:
  - (a) that vehicular and service access have a minimal impact on the streetscape by minimizing the width of the frontage it occupies, and by designing integrated access portals and garages;
  - (b) that loading, storage, and areas for delivery and trash pick-up, are located out of view from public streets and spaces, and residential uses;
  - (c) that access and service areas are visible from or shared with public space, are finished with high quality materials and detailing, including continuous paving treatments, landscaping, and well-designed doors and entries;
  - (d) that utilities, mechanical equipment, and meters are coordinated and integrated with the design of the building, for example, using consolidated rooftop structures or internal utility rooms;
  - (e) that heating, venting and air conditioning vents are located away from public streets to the greatest practical extent;
  - (f) that utility hook-ups and equipment such as gas meters are, where possible, are located away from public streets and are located to the sides and rear of buildings, or in underground vaults; and

## Schedule H – Design Guidelines

- (g) that siamese connections, where visible to the public, are to be of stainless steel.

### Parking Garage Guidelines

- 14. In considering a Stage II Agreement, Council shall consider the following parking garage guidelines:
  - (a) that multi-storey parking garages are integrated into new buildings, and are visually obscured from abutting streets by wrapping them with ‘sleeves’ of active uses which face the street;
  - (b) that, to the greatest practical extent, at-grade parking access and servicing access for retail stores are located to the rear of buildings and are not visible from the street;
  - (c) that façade treatments are provided that conceal the parking levels and give the visual appearance of a building articulated with ‘window’ openings;
  - (d) that parking garages are designed such that they can be repurposed to other uses (i.e. level floor slabs) if they are unnecessary in the future;
  - (e) that materials are of high quality and are compatible with existing downtown building;
  - (f) that pedestrian access is located at street edges and, if a parking garage provides public parking, the pedestrian access provides direct access to the street;
  - (g) that clear sightlines for vehicles and pedestrians at sidewalks are provided by setting back columns and walls, and using durable low-maintenance mirrors;
  - (h) that all interior and exterior spaces are well lit, inclusive of parking areas, vehicular circulation aisles, ramps, pedestrian accesses, and all entrances;
  - (i) that the width and height of vehicular access points is minimized to the greatest practical extent; and
  - (j) that bicycle parking is visible from at-grade locations.

### Landscaping Guidelines

- 15. In considering a Stage II Agreement, Council shall consider the following landscape guidelines:
  - (a) that the ground level landscaping:
    - (i) creates a visual and physical connection between the building setback and public streetscape while maintaining universal access to public and shared entrances, particularly where there are changes in topography,
    - (ii) supports safe and comfortable pedestrian movements,
    - (iii) highlights important building features, such as building entrances, and screens less attractive activities such as parking access,
    - (iii) provides colour, and texture throughout the year, and provides shade, where appropriate, and

## Schedule H – Design Guidelines

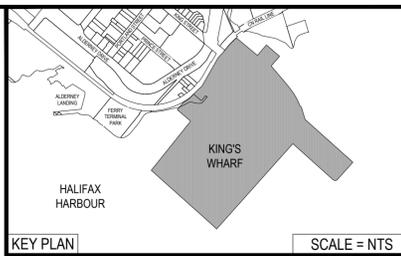
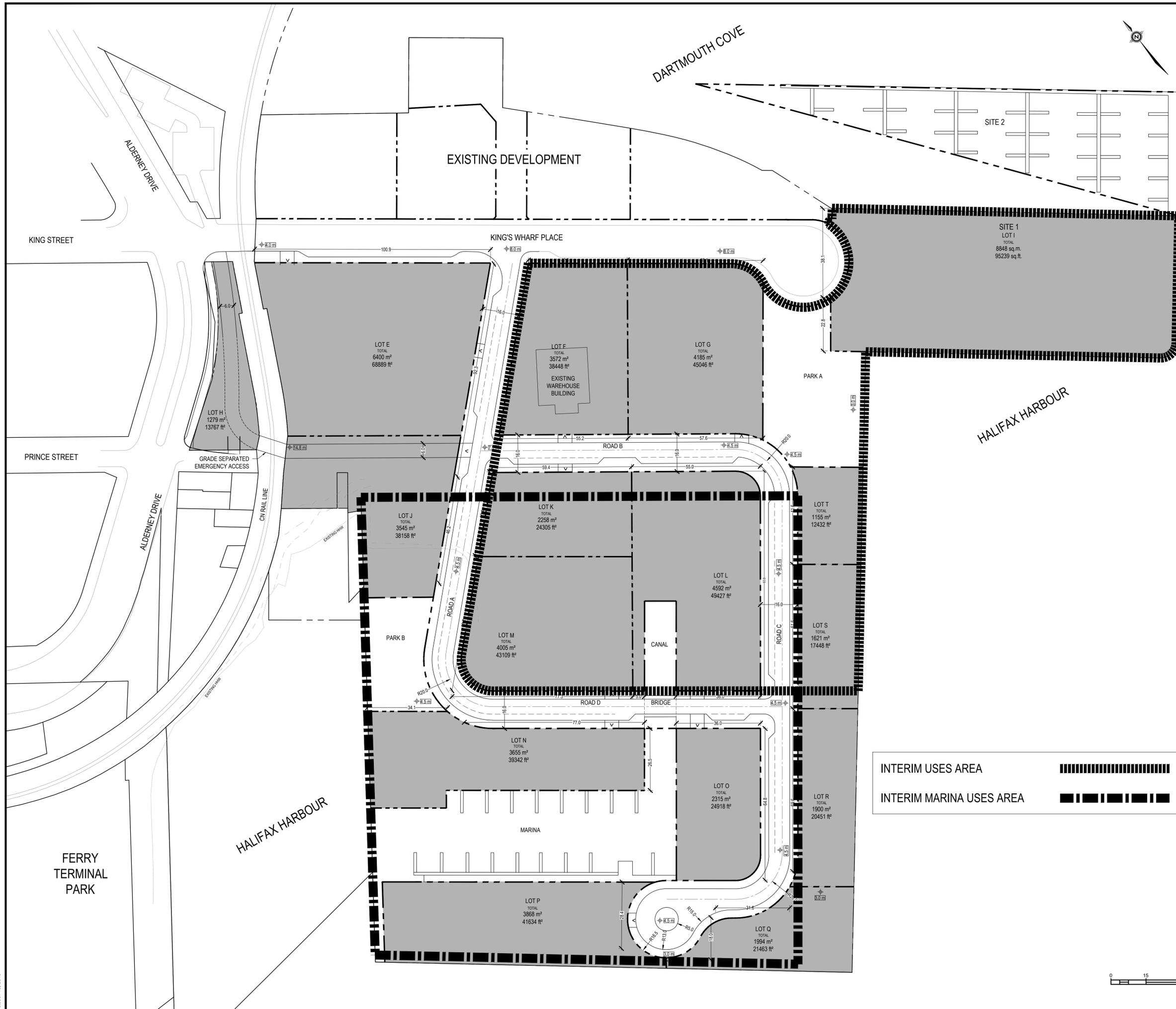
- (iv) consist of plant material that can withstand the local environment and climate, requires minimal maintenance, and is self-sustaining and requires minimal watering;
- (b) that additional landscaping between the building face and public sidewalk is provided, such as tree and shrub planting, water features, minor grade changes, railings, curbs, low walls, fences, public art, lighting, and seating; and
- (c) that for rooftops and podiums, the landscaping is designed to:
  - (i) enhance the visual appearance of the property, to provide an amenity area for the building's occupants, or a combination of both, and
  - (ii) provide a high-quality growing medium for plant materials where planting is provided.

### Exterior Lighting Guidelines

16. In considering a Stage II Agreement, Council shall consider the following exterior lighting guidelines:
- (a) that the landscape and architectural features are highlighted with spot-lighting or general lighting placement;
  - (b) that a variety of lighting opportunities are provided inclusive of street lighting, pedestrian lighting, building up- or down- lighting, internal building lighting, internal and external signage illumination (including street addressing), and decorative or display lighting;
  - (c) that shielded “full cut-off” fixtures are used to limit the light that reaches adjacent residential areas;
  - (d) that ‘light trespass’ onto adjacent residential areas is mitigated by using shielded “full cut-off” fixtures; and
  - (e) that lighting is directed to driveways, parking areas, loading area, building entrances and walkways to divert the light away from streets, adjacent lots and buildings.

### Sign Guidelines

17. In considering a Stage II Agreement, Council shall consider the following sign guidelines:
- (a) that signs are integrated into the design of building facades by placing them within architectural bays, friezes or datum lines, including coordinated proportions, materials and colours;
  - (b) that signs are constructed of durable and of high-quality material that relates to the materials and design of the building;
  - (c) that the scale of the signs reinforces the pedestrian scale, through location at or near grade level for viewing from sidewalks;



KEY PLAN SCALE = NTS

NO.	DESCRIPTION	DATE
6	ISSUED FOR DA AMENDMENT - REVISED	2019-10-10
5	ISSUED FOR DA AMENDMENT - REVISED	2019-10-01
4	ISSUED FOR DA AMENDMENT - REVISED	2019-08-27
3	ISSUED FOR DA AMENDMENT	2019-01-28
2	ISSUED FOR CLIENT REVIEW	2018-01-15
1	ISSUED FOR CLIENT REVIEW	2017-11-16

**ekistics plan+design**  
 1 Starr Lane, Dartmouth, NS B2Y 4V7  
 902.461.2525 www.ekistics.net  
 Landscape Architecture | Engineering | Architecture

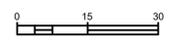
CLIENT  
**FARES & CO. DEVELOPMENT INC.**  
 31 KING'S WHARF PLACE  
 KEELSON SALES CENTRE  
 DARTMOUTH, NS B2Y 0C1

PROJECT  
**KING'S WHARF**  
 DARTMOUTH, NS

SHEET DESCRIPTION  
**SCHEDULE I:  
 INTERIM USES**

SCALE	DATE	SCHEDULE
AS NOTED	2019/10/18	I
DRAWN DS	CHECKED RL	PROJECT NO. 17-145

October 18, 2019



DATE: 2019/10/18 FILE: S:\SERVER\2019\Projects\King's Wharf\Master Plan\DA\Update\_17-145\05\_Production\Drawings\A\01.dwg

**ATTACHMENT B: Proposed Discharge Agreement**

**THIS DISCHARGING AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

BETWEEN:

**THE ANCHORAGE AT DARTMOUTH COVE PROPERTY DEVELOPMENT INCORPORATED**

a body corporate, in the Province of Nova Scotia

OF THE FIRST PART

**FARES ART HOLDINGS INCORPORATED**

a body corporate, in the Province of Nova Scotia

OF THE SECOND PART

**HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 373**

a body corporate, in the Province of Nova Scotia

OF THE THIRD PART

**HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 300**

a body corporate, in the Province of Nova Scotia

OF THE FOURTH PART

**KILLAM PROPERTIES SGP LIMITED**

a body incorporate, in the Province of Nova Scotia

OF THE FIFTH PART

**HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 368**

a body corporate, in the Province of Nova Scotia

OF THE SIXTH PART

(The Anchorage at Dartmouth Cove Property Development Incorporated, Fares Art Holdings Incorporated, Halifax County Condominium Corporation No. 373, Halifax County Condominium Corporation No. 300, Killam Properties SGP Limited, and Halifax County Condominium Corporation No. 368 are hereinafter jointly referred to as the 'Developer')

- and -

**HALIFAX REGIONAL MUNICIPALITY**

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

OF THE SEVENTH PART

**WHEREAS** the Anchorage at Dartmouth Cove Property Development Incorporated is the registered owner of certain lands identified as PID 00130286 and PID 41374018, and which said lands are more particularly described in the Schedules A and B respectively attached hereto;

**AND WHEREAS** Fares Art Holdings Incorporated is the registered owner of certain lands identified as PID 00130278, and which said lands are more particularly described in the Schedule C attached hereto;

**AND WHEREAS** Halifax County Condominium Corporation No. 373 is the registered owner of certain lands identified as PID 41391798, and which said lands are more particularly described in the Schedule D attached hereto;

**AND WHEREAS** Halifax County Condominium Corporation No. 300 is the registered owner of certain lands identified as PID 41379736, and which said lands are more particularly described in the Schedule E attached hereto;

**AND WHEREAS** Killam Properties SGP Ltd. Is the registered owner of certain lands located at 49 Kings Wharf Place, Dartmouth, and which said lands are more particularly described in the Schedule F attached hereto;

**AND WHEREAS** Halifax County Condominium Corporation No. 368 is the registered owner of certain lands identified as PID 41421926, and which said lands are more particularly described in the Schedule G attached hereto;

**AND WHEREAS** together the lands more particularly described in the Schedules A, B, C, D, E, F and G hereto attached together comprise the development, hereinafter called the "Lands";

**AND WHEREAS** on August 7, 2008 the Municipality approved an application to enter into a Stage One development agreement to allow for a mixed use development (consisting of residential, commercial, office, institutional and parks and open space uses) on the Lands pursuant to Policies W-9A of the Downtown Dartmouth Secondary Planning Strategy and referenced as Municipal Case Number 00798, and which said Stage One Development Agreement was registered on August 18, 2009 at the Registry of Deeds in Halifax as Document 94067684 (hereinafter called the "Original Stage One Agreement") and which applies to the Lands;

**AND WHEREAS** on November 12, 2009 the Municipality approved an application to amend the Original Stage One Agreement to allow for a revised phasing schedule for development of the Lands, referenced as Municipal Case Number 01335, and which said Amending Stage One development agreement was registered on January 15, 2010 at the Registry of Deeds in Halifax as Document 95113008 (herein after called the "First Amending Stage One Agreement") and which applies to the Lands;

**AND WHEREAS** on December 3, 2009 the Municipality approved an application for a Stage Two development agreement to allow construction of Phase I on the Lands (Buildings A, B, C and D), referenced as Municipal Case Number 01355, and which said Stage Two Development Agreement was registered on March 18, 2010 at the Registry of Deeds in Halifax as Document 95534534 (herein after called the "Original Stage Two Agreement"), and which does not apply to the Lands;

**AND WHEREAS** on May 3, 2012 the Municipality approved an application to discharge the Original Stage Two Agreement and enter into a new Development Agreement on the Lands to change the design and land use of Buildings A, B, C and D and Park B in Phase I, referenced as Municipal Case Number 17735, and which said Discharging Agreement was registered on June 21, 2012 at the Registry of Deeds in Halifax as Document 100947408 (herein after called

the Discharging Stage Two Development Agreement), and which said new Development Agreement was also registered on June 21, 2012 at the Registry of Deeds in Halifax as Document 100947523 (herein after called the "Second Stage Two Agreement") and which applies to the Lands;

**AND WHEREAS** on August 26, 2014 the Municipality approved an application to amend the Stage One Agreement to revise the phasing and land distribution of the Lands, referenced as Municipal Case Number 19241, and which Amending Stage One Agreement was registered on December 16, 2014 at the Registry of Deeds in Halifax as Document 106347819 (herein after called the "Second Amending Stage One Agreement") and which applies to the Lands;

**AND WHEREAS** also on August 26, 2014 the Municipality approved an application to amend the Stage Two Agreement to revise allow changes to the design and use of Building C and to permit a total of 354 units in Phase 1, referenced as Municipal Case Number 19241, and which Amending Stage Two Agreement was registered on December 16, 2014 at the Registry of Deeds in Halifax as Document 106347835 (herein after called the "First Amending Second Stage Two Agreement") and which applies to the Lands;

**AND WHEREAS** the Original Stage One Agreement, the First Amending Stage One Agreement, and the Second Amending Stage One Agreement together comprise the Existing Stage One Agreement (hereinafter called the Existing Stage One Agreement");

**AND WHEREAS** the Second Stage Two Agreement and the First Amending Second Stage Two Agreement together comprise the Existing Second Stage Two Agreement (hereinafter called "The Existing Stage Two Agreement");

**AND WHEREAS** the Developer has requested that the Existing Stage One Agreement and Existing Stage Two Agreement both be discharged from the Lands;

**AND WHEREAS** Section 244(2) of the *Halifax Regional Municipality Charter* states that Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owners;

**AND WHEREAS** Harbour East-Marine Drive Community Council of the Municipality approved this request by resolution at a meeting held on **[Insert – date]**, referenced as Municipal Case Number 21296;

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

1. The Existing Stage One Agreement and Existing Stage Two Agreement are hereby discharged as it applies to the Lands and shall no longer have any force or effect.
2. Any future development of the Lands shall conform with all applicable provisions and requirements of the Downtown Dartmouth Land Use By-Law, as amended from time to time.

**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:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**THE ANCHORAGE AT DARTMOUTH COVE PROPERTY DEVELOPMENT INCORPORATED**

Per: \_\_\_\_\_  
Name:  
Position:

**FARES ART HOLDINGS INCORPORATED**

Per: \_\_\_\_\_  
Name:  
Position:

**HALIFAX COUNTY CONDOMINIMUM CORPORATION NO. 373**

Per: \_\_\_\_\_  
Name:  
Position:

**HALIFAX COUNTY CONDOMINIMUM CORPORATION NO. 300**

Per: \_\_\_\_\_  
Name:  
Position:

**KILLAM PROPERTIES SGP LIMITED**

Per: \_\_\_\_\_  
Name:  
Position:

**HALIFAX COUNTY CONDOMINIMUM CORPORATION NO. 368**

Per: \_\_\_\_\_  
Name:  
Position:

**HALIFAX REGIONAL MUNICIPALITY**

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

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

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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

---

A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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

---

A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

**Attachment C: Review of Relevant MPS Policies**

**Regional Centre Municipal Planning Strategy  
Part 3: Urban Structure**

<b><i>Precinct 4: King's Wharf</i></b>	
<b>Policy</b>	<b>Comment</b>
<p>3.9 The Land Use By-law shall establish the King's Wharf Special Area (KW) on Schedule 4 of the Land Use By-law. Development agreements or amendments to development agreements for King's Wharf that have been received by the Municipality on or before September 5, 2029, may be considered by Council in accordance with the policies in effect at the time Council provides notice of intention to adopt this Plan.</p>	<p>The policies of the Downtown Dartmouth Municipal Planning Strategy have been utilized in order to inform the development this site, with an evaluation of said policies completed below.</p>

**Downtown Dartmouth Municipal Planning Strategy  
4.3 – Waterfront Development**

<b><i>2. Dartmouth Cove – East Waterfront</i></b>	
<b>Policy</b>	<b>Comment</b>
<p>Policy W-9 Any development of marine business uses on the water side of the CN Rail line in the Dartmouth Cove area shall be regulated under a Site Plan Approval Process. Site standards shall be set out in the Land Use By-law to address such items as screening of outdoor storage, exterior lighting, maintenance, and requirements for landscaping. Notwithstanding policies W-8 and W-9, HRM may consider permitting a mixed use development on the former Dartmouth Marine Slips property (identified as PID Nos. 00130286, 00130419, 00130278, 41164286 and 40943730) by approval of a two-stage development agreement. The Stage I development agreement shall generally show the concept of the proposal including the land uses, site plan, access and street layout, servicing capability, parks and open space, and phasing of the development. Notwithstanding the development agreement criteria of Policy W-9A, the stage I agreement shall establish further specific requirements of any Stage II development agreement. Council shall hold a public hearing prior to the approval of the Stage I development agreement.</p>	
<p>Stage II development agreements shall be generally consistent with the intent of the Stage I development agreement, through the provision of fine grain details of a phase under the Stage I development agreement. Stage II development agreements shall be approved by a resolution of Council. Any development agreement application shall conform with the following criteria:</p>	

<p>1. The development shall consist of a mix of land uses (residential, commercial, office, institutional, and park and open space uses) with residential land uses that contain a mix of unit types being the primary land use.</p>	<p>The development agreement provides for this mix with the primary use of the lands being 1146 residential units to be dispersed throughout the site.</p>
<p>2. Residential proposals should incorporate adequate soundproofing measures to buffer residents from nearby waterfront events and activities.</p>	
<p>3. A) high quality of urban design is encouraged and adequate consideration is given to Policy W-9B. a) Special consideration should be given to building materials in proximity to the water's edge</p>	<p>The development agreement requires that soundproofing measures for buildings be provided in accordance with the National Building Code of Canada recognizing the sites unique context on a working waterfront.</p>
<p>B) The proposal should impart a sense of history to the area and contribute to the area's evolving history.</p>	<p>Roads and buildings on the site have been arranged so as to celebrate important views and place open spaces in locations which maximize the public access to said historic and important views. Public art on the site will afford the development an additional opportunity to recognize the history and significance of this location.</p>
<p>C) Proposals should respect that the waterfront is a pedestrian precinct. Wherever possible, buildings should be designed to create public spaces, and appropriate consideration should be given to weather protection for pedestrians</p>	<p>Streetwalls have been required in an effort to emphasize the pedestrian scale of development within this site. The Design Guidelines within the Development Agreement also reference scaling and designing buildings with a pedestrian-first perspective, requiring consideration of canopies or recessed entries so as to provide weather protection for pedestrians.</p>
<p>4. Visual access to the harbour shall be provided through the incorporation of street corridor views leading to the water and through the use of urban design features. The height of any proposed building should respect the viewplanes from the Dartmouth Common as shown on Map 7.</p>	<p>Corridors have been maintained.</p>
<p>5. The Development should address public accessibility the water's edge.</p>	<p>A boardwalk inclusive of public easement has been required in the agreement over the majority of the east and southern portions of the development adjacent to the waters edge. Further, preliminary park locations have been specifically sited on the waters edge to further increase access.</p>
<p>6. Special consideration shall be given to parking to ensure that proposals are designed with pedestrian orientation in mind rather than cars. Where parking is needed it should be situated below finished grade or enclosed within the core of a building with other uses wrapping the core to render the parking invisible. Surface parking is strongly discouraged, but when deemed absolutely necessary surface parking areas are to be strictly limited in size and duration</p>	<p>Surface parking is specifically limited within the development agreement with only limited numbers of spaces being permitted to exist on an interim basis. All stage 2 development agreements are required to consider a design which places pedestrians first and minimizes the impact of parking and parkade access on pedestrians.</p>

<p>7. An internal street may be needed to provide emergency and delivery access to the development. Alternative street design standards should be considered for any new streets which are in keeping with the historical grid and pedestrian character of the downtown.</p>	<p>A Grade separate emergency access has been required in advance of the occupation of the next residential building within this agreement. The access has been deemed acceptable to both Halifax Development Engineering as well as Halifax Fire to serve their purposes in the even of an emergency.</p>
<p>8. The Development shall minimize the amount of infilling that occurs on the water lots to ensure the character of Dartmouth Cove is not significantly altered.</p>	<p>While significant portions of the water lots are proposed to be infilled, Halifax Regional Municipality has no ability to prevent or regulate this as an activity. This notwithstanding, the proposed development agreement maximizes the use of newly created lands with a high density mixed use community balancing the need for high levels of density with high quality public open spaces. Further, the agreement makes effort to ensure newly created lands will be developed for uses other than interim surface parking.</p>

<b>Policy</b>	<b>Comment</b>
<p>Notwithstanding Policy D-1, HRM should ensure that a high quality of urban design is provided for the development. To achieve this objective Council shall adopt the following design guidelines for the former Dartmouth Marine Slips property:</p>	
<p>A) The traditional street grid pattern and grain of development of Downtown Dartmouth should be maintained and re-established in the new development;</p>	<p>An augmented grid is proposed as the street layout within the King's Wharf development site.</p>
<p>B) Microclimate issues such as wind, solar orientation, and shadowing should be considered, with positive impacts capitalized upon, and negative impacts minimized.</p>	<p>Quantitative wind studies are required for any Stage II Agreement Application containing a high-rise building. A Shadow impact study with a focus on minimizing impact on the public realm will also be required at the time of Stage 2 submission.</p>
<p>C) Pedestrian street level activity shall be encouraged in all development through the incorporation of outdoor cafes, ground floor uses, and uses that are open beyond daytime hours of operation. Consideration should be given to weather protection for pedestrians through use of decorative canopies and awnings.</p>	<p>Pedestrian-oriented commercial streets have been identified on Schedule G of the development agreement which permit only a limited number of uses to abut them. These uses have been selected specifically for their ability to activate and animate street frontages on the site. Examples of these uses include retail stores, drinking establishments, grocery stores, etc.</p>
<p>D) Proposals should respect that the waterfront is primarily a pedestrian precinct, and pedestrian circulation should be an important consideration of all development. Buildings should be designed to create attractive and functional public spaces and pedestrian routes. Active ground level uses shall be encouraged adjacent to public access points and public open spaces.</p>	<p>In addition to detailed built form regulations within the Stage 1 agreement, design guidelines have also been drafted as a Schedule to the agreement. These guidelines will need to be taken into consideration in the approval of any subsequent Stage 2 amending agreement, and will ensure the development places great emphasis on the pedestrian oriented nature of the project.</p>
<p>E) Public art should be provided on or adjacent to buildings throughout any proposed development, commensurate</p>	<p>Public art is required as per Section 5.5. of the development agreement. The art will be implemented in accordance with a forthcoming public art master</p>

with HRM's Cultural Plan.	plan to ensure any art provided is done so with a holistic view of the site and clear vision of what messages the art is intended to convey.
F) Important views from parks and streets should be respected in the design and configuration of development, especially harbour and street corridor views as shown on "Map 7 - Public Views."	Roads and buildings on the site have been arranged so as to celebrate important views and place open spaces in locations which maximize the public access to said historic and important views.
G) A high quality of design should be required for streetscape elements and furniture.	Streetscaping and furniture will be implemented as per the HRM Capital standards held within the HRM Municipal Redbook.
H) Public safety should be a consideration in the design of new buildings and public spaces to ensure the design of public spaces does not create opportunities for crime at any time, with special attention paid to placement and intensity of lighting, visibility, directional signage, and land uses which will provide opportunities for eyes on the street through incorporation of residential development and street level activity after normal working hours.	No specific buildings are being proposed within the Stage 1 development agreement, as these will be considered through subsequent Stage 2 amending agreement. With this said, the location of roads, public open spaces, and parks have been sited in an effort to maximize passive surveillance and ensure eyes on the street throughout the day and night.
I) A high level of refinement in the architectural details shall be provided to provide visual interest, both in the upper stories, and in particular at pedestrian level.	In addition to detailed built form regulations within the Stage 1 agreement, design guidelines have also been drafted as a Schedule to the agreement. These guidelines will need to be taken into consideration in the approval of any subsequent Stage 2 amending agreement, and will ensure the development both at-grade as well as above, implements high quality materials and a high standard of building design.
J) The waters edge should be designed for unrestricted public access by either public ownership and/or perpetual easement. (RC-Jul 8/08;E-Jul 26/08)	An easement is required for a proposed public boardwalk along the water's edge of the development.

**HALIFAX REGIONAL MUNICIPALITY**  
**Public Information Meeting**  
**Case 21296**

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***The following does not represent a verbatim record of the proceedings of this meeting.***

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**Tuesday, May 30, 2018**

**7:00 p.m.**

**Christ Church Hall - Lower level - 61 Dundas St, Dartmouth, NS**

**STAFF IN**

**ATTENDANCE:**

Carl Purvis, Planner, HRM Planning  
Melissa Eavis, HRM Planning  
Holy Kent, Planning Technician, HRM Planning  
Tara Couvrette, Planning Controller, HRM Planning  
Councillor, Sam Austin, District 5

**ALSO IN**

**ATTENDANCE:**

David Quilichini – Applicant, Fares & Co. Developments Inc.  
Sean Day – Applicant, Fares & Co. Developments Inc.

**PUBLIC IN**

**ATTENDANCE:**

Approximately: 158

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The meeting commenced at approximately 7:00 p.m.

**Call to order, purpose of meeting – Carl Purvis**

Mr. Purvis introduced himself as the Planner and Facilitator for the application. They also introduced; Councillor Sam Austin, Tara Couvrette – Planning Controller, Holly Kent - Planning Technician, and the Applicant – David Quilichini & Sean Day.

Case 21296 - Application by Fares & Co. Development Inc. to enter into a new Stage 1 Development Agreement to allow a mixed use development inclusive of up to 1500 residential units, commercial space, hotel, marina, parks and open space, and new streets on the lands commonly known as King's Wharf, Dartmouth.

Mr. Purvis explained; the purpose of the Public Information Meeting (PIM) is: a) to identify that HRM has received a proposal for the site; b) to provide information on the project; c) to explain the Planning Policies and the stages of the Planning Process; d) an opportunity for Staff to receive public feedback regarding the proposal. No decisions are made at this PIM.

**1a) Presentation of Proposal – Mr. Purvis**

Mr. Purvis provided a brief introduction to the application and then made a presentation to the public outlining the purpose of the meeting, status of the application and the applicants request. Mr. Purvis outlined the context of the subject lands and the relevant planning policies.

**1b) Presentation by David Quilichini & Sean Day - Applicant**

**Mr. Quilichini and Mr. Day** explained why this project is the right density, the right scale, its walkability, the park spaces and amenities, its connection to the water, views, and why it's a wonderful place. Mr. Quilichini also explained the phasing plan through renderings and reference images.

## 2. Questions and Comments

**Concerns brought up during the meeting;** The tall buildings are too tall; where will everyone park (grocery store / visitors / residents); sea level rise and storm surges as it pertains to the height above sea level of these buildings, the proposed emergency ramp – not obstructing the walkability; where are the people coming from; who will be the grocery store tenant; too much infilling of the harbor; if the grocery store doesn't work/happen then what, Height of all buildings is a concern, traffic onto Alderney Dr., will the buildings be sold after construction, will they be condos or rentals, affordability – accessible housing, visitor parking, traffic being held up by the train, would like a second access point to the development, the trail along the tracks.

**Jan Schlosberg – Tulip St.,** feels the tall buildings are too tall and wanted to know if there was going to be parking for the grocery store. **Mr. Quilichini** explained that there will be between 100 and 115 spots available for the grocery store.

**Don Gordon – Prince St.,** stated climate change is for real and sea levels are rising, which will result in storm surges, and would like to know if this has all been taken into consideration. Also, the proposal for the emergency access ramp seems to interfere and block the sidewalk and pedestrian trail that are currently there. They feel it is imperative that, that is kept in its entirety because it is a very important part of downtown and the walkability. **Mr. Purvis** stated in terms of sea level rise there is a policy in the Regional Plan that talks about sea level rise and residential buildings be a certain minimum height above sea level and all the residential buildings proposed would be meeting this policy. With regards to the revised second access (emergency ramp) it is completely on land that the applicant owns.

**Janet McCarthy – Prince St. - Admiralty Place,** would like to know what studies were done to determine where all the people are coming from, who don't have cars, to live in these buildings. Most people have cars and there aren't enough parking spaces. Why the changes to the proposal? Too much infilling in the harbor. Likes the new ramp. Would like to know if there is already a tenant in mind for the grocery store. **Mr. Purvis** in terms of where are the people without cars coming from – in the early drafts of the Centre Plan proposal it is suggesting in certain strategic areas, like in Downtown Dartmouth there may be a minimum parking requirement. However, what the development community is saying is that don't think they can sell units without parking spaces because we are not there yet. In this case there would be a requirement for some vehicle parking and there is parking being proposed for residential uses in each of the buildings that are being proposed. **Mr. Quilichini** stated at this point they think there will be 1 parking spot for each unit built. They changed the agreement from the original simply to make it better. They are not getting anything additional out of this. They still will end up with the same number of units that were in the original proposal. They have been in talks with a grocery store but it is not guaranteed at this point so we can't say.

**Peter Hendrickson – Prince St. – Admiralty Place,** would like to know, at the road level, what height above sea level the existing buildings are. The reason for the question is because their unit is exposed to that view. What they are seeing is 6 storeys high on the lower part and 24 storeys on the higher part so at what level, if they are going down, will the lower level be equated. They only can relate it to the existing buildings now. 1500 units are going to be built regardless of the size and shape. What they are trying to figure out is from where they live, and what views they will gain or lose, and what they will be looking at in the next 10-15 years. **Mr. Quilichini** stated the existing buildings are 8 meters above sea level. They also offered to have Mr. Hendrickson come to their office, on site, and they would walk it through with Mr. Hendrickson. **Mr. Purvis** explained that the final agreement would have exact numbers of meters and explain how that number is calculated. We have not got to that level of detail yet.

**Clive Mason – Prince St. Admiralty Place,** has two questions/comments – first - the grocery store is being proposed as noncommercial space or commercial space that will be in addition to the approved commercial space. What happens if/when the grocery store fails, what would that space become. At a very minimum we have to know what would happen if it was built and there was no grocery store because they feel it would end up as more commercial space and it should be included in the commercial space that is allotted for that site. The second comment is that when the original proposal was approved it was said that there would be no further requests for infill once that project was approved and going ahead. Particularly the area where the finger jetty comes out and swings around. We are now seeing a proposal that breaches that original understanding, that there would be no further infill, that essentially infills the entire site and includes blockage of views to a much more extensive degree at the outer edge of the development than was the

case before. Mr. Mason would like to see the original agreement, as far as infilling goes, adhered to. **Mr. Purvis** stated that as far as the commercial space that space is, right now, proposed to be in the very next phase. If the grocery store were to happen and not happen later, 1-2 years later, it would be in advance of when the rest of the development would happen. If it was to end up being just more retail that space would no longer be deducted, you couldn't have the commercial space otherwise. As HRM we can't say you must have a certain type of business in this location. **Mr. Day** – spoke to infill stating they retained as much water on the site as they could. **Mr. Quilichini** stated they are doing more infill to provide a bit more space on the site to lower the height of the buildings.

**Sharon MacDonald – Prince St.**, Very concerned about the infill and is parking going to be underground/below the buildings. **Mr. Purvis** stated yes, parking would be below the buildings. **Ms. MacDonald**, then this means this will not be a 6 storey buildings if you are talking about parking underneath. You would need a lot of infill to get up to be well above sea level. We would be talking about much higher than 6 floors. We are concerned because it knocks out our wonderful views of the harbor. There is not a lot of affordable housing going up, we have a lot of high end housing that is going up for the senior market. There is a lot of empty/unsold units in the downtown area now. Who will inhabit all this space? **Mr. Purvis**, stated the 6 storeys is measured from the new ground. In terms of affordable housing, that is not a component of the proposal, there would be some requirements for unit variety.

**Carolyn Davis – Prince St. Admiralty Place**, is concerned about their views and sea level rise. Also has concerns about parking for the grocery store. **Mr. Purvis** stated they don't want to get it wrong with regards to sea level rise. With regards to walking to the grocery store, they do have parking available for people driving to the store.

**Kourash Rad – Halifax**, wanted to congratulate the developer on the design, they think the street scape experience of this development is great and a lot of thought has gone into making sure the variety of buildings forms exist to make sure that the street scape experience is pleasant. The park locations are fantastic and you have addressed accessibility very well. The emergency exit is a necessity but you have done it the best you can to accommodate that. Overall as a resident of this municipality they are really excited that there is going to be a place like this.

**Trever Parsons – Tulip St.**, wants to clarify that when it comes to infilling, that is not technically our water, where they are infilling is on their deed. It is not owned by the province, the feds or anybody else. They hope staff will take a very close look at the access on the level crossing because they can see the potential for some serious traffic issues coming onto Alderney Dr. with the amount of residential/commercial and hotel uses on this site. They would also like to know if there are any plans to know how many of these units will be condo and how many will be rentals. Will the developer be selling more of these buildings once they are completed as they have already sold one? **Mr. Purvis** stated there were studies done regarding traffic but they will be looking to get those studies updated. **Mr. Quilichini** stated the decision on condo's vs rentals will all depend on the market. The next building is intended to be apartment and there is a possibility it might be sold at the end but that is far as we can look ahead.

**Marry-Ann Koosh– Price St. Admiralty Place**, the Admiralty Place garage opens on a curve already and they are seeing a lot of traffic coming from there and have a tough time getting out of the garage as it is. Is HRM considering putting some sort of a light or something there to mitigate that traffic. The traffic will be increased going in and out of King Street because of people going to the grocery store and hotel. **Mr. Purvis** doesn't know of any plans to signalize that area.

**Warren Weston - King St.**, Wishes them all the success with getting this done. Is concerned about affordability. Stated there is a scheme in the Centre Plan for accessible housing. Will that formula be considered for this development. **Mr. Purvis** stated the Centre Plan is in the draft form and they have received more feedback on affordable housing than any other component of the plan. More specifically, gentrification and how the density bonusing program is going to work. There is some work to do, is the clear message that they received. What we must use on this site is the existing policy that is currently in place which does not address affordable housing. **Mr. Weston** wanted to know, when this development gets approved the Centre Plan should be in place so are you saying this development is exempt from that. **Mr. Purvis** stated our job is to access it against the rules that we have now. That is what council has told us to do.

**Neil Lovett – Park Lane**, the waterfront of Dartmouth has a lot to like about it but it is a very disjointed place. They think the vision of this plan is wonderful compared to the existing rights that are already approved in terms of the type of pedestrian friendly district, really intimate and urban friendly spaces that we don't have too many of to enjoy right now in the city anywhere. As a resident and somebody with a family, the compromises we had to make to come to that, is worth it to me. What will make this work is all the detail that will come down the road in those phase two agreements. The devil is in the details and so the pressure is on to make that work. There should be some consideration given around what HRM is going to do around the site to support it and make sure that this project is something that feeds into a broader benefit for the entire downtown.

**Mark Smith – Kings Wharf**, the more they build out the less the build up and vis versa as far as infilling goes. As a resident I would prefer to see it go out to the extremity of the property line rather than going up in the air. If you have property why wouldn't you use it. They would like to see the second exit/entrance be used by everybody not just emergency vehicles. With an additional 1500 apartments there is the potential for an additional 1500 cars so they are interested in seeing a second entrance/exit to the development. Overall it is a good improvement.

**Barry Lampier – Summit St.**, As the new development has been occurring it has been taking away from my view and that's fine because what is important is bringing more of these buildings to Downtown Dartmouth and more people to make it much more of a viable community. Mr. Lampier has three questions; 1. Would like the difference in the second access point described as it appears from Alderney Dr. Will it be more of a bank of grass going up to a slop, what will it look like to people walking by and how is it going to impede on the view of the water. 2. Could you explain more about the park that has the steps going down into the water with a bridge going over it. How will it be available to the community, will it be accessible. 3. The trail along the tracks, could somebody explain what the limitations and possibilities for that to still happen in the new scheme. **Mr. Purvis**, The second access from Alderney – We know that it can be located there and fire trucks can get over it, we know it is possible to make the turns and the truck to get over the peak of it, what we don't know is definitively what it is going to look like in terms of construction material and landscaping. When that design is available we will post it on our website. The ferry Terminal park connection – that is on us at HRM because that is HRM owned land. There would be a need for infilling in order to create a pathway because there is not enough space between the tracks to meet the rules and safety standards now. In talking to the Parks and Rec people they acknowledge the need and desire, how that would be a good thing and a benefit. It is something that they are looking at intently but it isn't holding up the Kings Wharf application because it is not on their property. **Mr. Quilichini** what is already approved for this lot right now is an 8 storey building and what they are going to build is less so it will block the views less. **Mr. Day** spoke about the park (showing it on a slide). There is a small bridge that allows the water from the marina to turn the corner and go up into the interior of the site. It will be a calm space that boats will be able to come into. There will also be a large communal space for the people who live around there to be able to occupy for various events. There is no anticipation that this will ever be cut off to the public apart from a special event happening. **Mr. Lampier** thinks the redesign is a positive thing because they are bringing a more livable space.

**Elizabeth Phillips - Admiralty Place**, stated when they take a walk up there at night (around 7pm) they see cars parked right down from there the railroad tracks are all the way up the hill and a lot of cars are also parked at the restaurant, as when coming back down, in the parking lot by the service center, there are a lot of people there, is there a problem in the four buildings with parking now? Have you asked the people in the four buildings if they have enough spots for people to park? **Mr. Quilichini** stated they currently provide 1 space per unit and isn't sure about visitor parking for the first two buildings as he wasn't part of that but no visitor parking in the last two.

**Alex Handyside – Kings Wharf**, has concerns about traffic, one afternoon last year the train stopped for 22 minutes and they counted 27 vehicles, stationary, waiting to cross and some were idling. With 4 towers being 1/5<sup>th</sup> full, you don't have enough street to occupy the number of vehicles that will be idling waiting to get past the train. We need a second exit that is open to the public not an emergency only exit.

**Don Gordon – Prince St.**, concerns have been raised about the infilling, this will be destroying fish habitat which is a violation of the federal fisheries act and it is their understanding that they would be a requirement for the developer to consult with the DFO to get advice on how the infilling can be done in the best manner. How it is done can have an impact on how successful it is with the type of material used and the size of the material. A porous material with large holes is much better new fish habitat than a concrete wall. They feel

a nice amenity would be to add some fishing platforms around their boardwalk, it would be a nice feature. **Mr. Quilichini** said they will be consulting with DFO before they do they infill.

**Colin May, Dahlia St**, At the end of King St is an empty property which is now WDC, that property was expropriated by the city of Dartmouth on March 31, 1978 and still sits empty today. Mr. May would like to know what it would look like when you look down Prince St., what will it look like from the Peace Pavilion, what will it look like as you look down Alderney Dr.? This idea of corridor view, you don't climb up a mountain to see a corridor view. Only in the planning world do people walk around to observe scenery down 60 feet wide streets. What they think should happen is WDC should give the developer the 40-year-old empty lot and let them build on it. Mr. May has followed the 4 buildings that have gone up and feels the developer has had a very hard time financially on that development. Mr. May feels that everything west of Price St. should be thrown out the door because otherwise what will you see from the Peace Pavilion when you look down the harbor. Mr. May also stated that due to climate change 3.5 meters is far too low. The storm surges (tropical storms) will be tragic for this development. The water levels are going to rise and you will have to double, at least, that 3.5 meters.

**Keith Thomas - Admiralty Place**, thinks the new design is a lot better than the first one. Mr. Thomas thinks focusing on the pedestrian, spreading it out is an innovative idea. Mr. Thomas likes the new second access ramp, it is not on public land and the tax payers don't have to pay for it. The problem, from what they have heard tonight is the traffic and the number of cars with limited access on one route. That is still 20 years out and there are many think tanks saying private car ownership is going to drop dramatically over the next 20 years with electric vehicles, autonomous vehicles and just the general cost of energy and wanted to know if any thought was given to that. **Mr. Quilichini** thinks autonomous vehicles are coming along and they will affect requirements for vehicle ownership and use but we aren't there yet and it is hard to predict. We have had to plan for what we have now. Mr. Purvis said it is something that the planning world is trying to keep its finger on the pulse. We don't want to over build but we want to build for what the necessity is in the here and now and not neglect that fact.

**Valerie Brandshaw – Dartmouth**, is concerned about the affect it would have on the appearance of the harbour. Feels the vertical scale is where it should have been all along except now it is extending too far out. If there is going to be some accommodation for this 1500-unit mistake that was approved by the city there should be compensation for regular public people who are going to lose their view of the shoreline on Alderney Dr. They could make a bridge connection to where they have it extended out now, remove some of the buildings around the outer edge and make that a public shoreline.

**Clive Mason – Price St. Admiralty Place**, wanted to make sure there are noise bylaws in place because there have been significant problems with noise downtown in the park after 10 or 11 at night. **Mr. Purvis** stated the same noise bylaw that applies elsewhere in the municipality would apply to this development as well.

**Brian MacLellan – Kings Wharf**, is trying to understand where the 24 storey building is being measured from. Is it 24 storey from the street, parking lot, water, what is that? **Mr. Quilichini** said it is 24 storeys measured from the street (pointed out on a map). **Mr. MacLellan**, stated 24 storeys from the street level and another 2-3 storeys below that for parking. **Mr. Quilichini** said it would be the exact same as the Keelson. **Mr. MacLellan** is the developers plan to build the 24 storey building for they get approval or after? **Mr. Quilichini** stated after they get approval.

**Nancy Row – Kings Wharf**, wanted to clarify what immediate build meant regarding the 24 storey building. **Mr. Quilichini** stated it just meant next, that what they will be building next.

**Jan Schlosberg – Tulip St.**, is really disturbed by the idea that there are so many well to do people that are going to buy and rent all of these units, where are these people coming from and where are the people of modest income ever going to live. **Mr. Purvis** generally the municipality has grown at 1-2% and in recent years about 40% of that growth is coming in the regional center. That is a substantial change from 10 years ago. It seems that the trend is that the type of locations and types of housing choices that people are making are different from where they were 10 years ago and the market is responding to that shift.

**Peter Hendrickson – Prince St. – Admiralty Place**, wanted to point out that they are a fan of this project. They think that the downtown expanding is a great idea, their concern is a difference from the original till now. They think what would help a lot is if they could see some real 3D models/rendering of different

viewpoints so people get a better understanding. Right now, the pictures that are appearing seem to all be in one direction. You would like to see what is being gained and lost because it will be both. They like the lower stuff better. They want to know what this is really going to look like. **Mr. Purvis** maybe there is be an opportunity for the developer to provide a fly through or something like that that we can post on our website so people can get more of a visual sense of what it is going to look like.

**Janet McCarthy – Prince St. - Admiralty Place**, would like to know where the 6 storey buildings height is going to start from. If that is the case her view will be gone when this happens. **Mr. Quilichini** - 4 ½ meters above sea level. **Ms. McCarthy** wanted to know where the people are coming from to fill 1500 unites. Why is there such a push to develop, is there nobody that decides we need to give it a lull for a little while. Vacancy rates are high yet you build more. **Mr. Purvis** spoke to growth. **Mr. Quilichini** stated it is really the same as any business. If you open a restaurant people might say where are the people coming from but the market does demand this. If the market is there they will build it if it is not then they won't.

**Sofie - Admiralty Place**, would like to know if a round-a-bout was considered at the junction of King St. and Alderney Dr. It may reduce the noise level and improve function as well. **Mr. Purvis** stated it hasn't been looked at in conjunction with this project. It would probably require some private land which would include some CN Rail track which will not happen.

**Public - Dahlia St.**, thinks this is a fabulous place to live but has concerns regarding affordability.

### **3. Closing Comments**

**Mr. Purvis** thanked everyone for coming and expressing their comments.

### **4. Adjournment**

The meeting adjourned at approximately 9 p.m.