



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

**Item No. 8.1.2**  
**Halifax and West Community Council**  
**December 9, 2020**

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

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

**DATE:** October 29, 2020

**SUBJECT:** **Case 23219: Discharge Development Agreement for property at 2215  
Gottingen Street, Halifax**

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**ORIGIN**

Application by the Housing Trust of Nova Scotia

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter (HRM Charter), 2008, c. 39, Part VIII, Planning & Development.*

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Approve, by resolution, the Discharging Agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
  2. Require the Discharging Agreement be signed by the property owner within 240 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.
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## **BACKGROUND**

The Nova Scotia Housing Trust is applying to discharge an existing development agreement that would have allowed the construction of an eleven-storey, mixed use building at 2215 Gottingen Street, Halifax. This would allow future redevelopment of this land to be contemplated under the existing zoning of the Regional Centre Land Use By-law via the Site Plan Approval process.

<b>Subject Site</b>	2215 Gottingen Street, Halifax
<b>Location</b>	South side of Prince William Street between Gottingen Street and Maitland Street, and the Halifax Peninsula
<b>Regional Plan Designation</b>	US (Urban Settlement)
<b>Community Plan Designation (Map 1)</b>	CEN (Centre - Regional Centre Secondary Municipal Planning Strategy)
<b>Zoning (Map 2)</b>	CEN-2 (Centre 2 - Regional Centre Land Use By-law)
<b>Size of Site</b>	2121 m <sup>2</sup> (22830 sq. ft.)
<b>Street Frontage</b>	Gottingen Street: 38 m (125 ft.) Prince William Street: Approx. 61 m (200 ft.) Maitland Street: Approx. 32 m (105 ft.)
<b>Current Land Use(s)</b>	Vacant
<b>Surrounding Use(s)</b>	South: Various low-rise commercial and mixed use buildings East: Vacant Saint Patrick's-Alexandra School site West: 5 Storey mixed-use development (The Velo) North: YMCA and North End Halifax Library

### **Proposal Details**

The applicant proposes to discharge an existing development agreement (Attachment B) that would permit the construction of an eleven-storey, mixed use building at 2215 Gottingen Street, Halifax. The existing development agreement, originally approved by Halifax and West Community Council on February 17, 2015, permits a building no greater than 28.9 metres in height containing ground floor commercial space and up to 126 residential units. The land owner has indicated they would like future development of the property to be regulated by the underlying CEN-2 zoning. To do this, the development agreement existing on the lands would first need to be discharged.

### **Policy Context**

The *Halifax Regional Municipality Charter* provides Council with a mechanism to discharge development agreements. Part VIII, Clause 244 identifies 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 owner. The *Charter* does not require a public hearing for the discharge of a development agreement or a portion thereof. A Community Council may discharge a development agreement by resolution.

The structure permitted by the existing development agreement was never constructed, and the subject site remains vacant. Construction of the development on this site was not commenced within the required three years of the date of registration of the agreement (June 2, 2016) and as such, permits may not be issued, and the agreement must be discharged in advance of a redevelopment of the property. If the existing development agreement is discharged, future development on the subject site would be regulated by the CEN-2 Zone standards in the Land Use By-law for the Regional Centre.

## **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. Staff have not received any comments from the public relating to this application, and there is no requirement for a public hearing for this application.

## **DISCUSSION**

The subject site is zoned CEN-2 in the Land Use By-law for the Regional Centre. The CEN-2 Zone permits a wide range of residential, commercial, open space, institutional and industrial uses. A full list of the uses permitted in the CEN-2 Zone can be found in Attachment C.

Any of the CEN-2 uses could be permitted by-right if the existing development agreement is discharged. The CEN-2 Zone is subject to maximum Floor Area Ratios (FAR) on Map 2 of the Regional Centre MPS. Maximum FAR for by-right development on the subject site is 6.00. Further, the maximum height of a building in this site is limited to a maximum of 90 metres, in addition to a variety of other built form controls in place within the new Regional Centre Land Use By-law.

### **Timeframe for Agreement Execution**

The COVID-19 pandemic has resulted in difficulties in having legal agreements signed by multiple parties in short periods of time. To recognize this difficulty these unusual circumstances present, staff are recommending extending the signing period for agreements following a Council approval and completion of the required appeal period. While normally agreements are required to be signed within 120 days, staff recommend doubling this time period to 240 days. This extension would have no impact on the development rights held within the agreement, and the agreement could be executed in a shorter period of time if the situation permits.

### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the request to discharge the existing development agreement is reasonably consistent with the intent of the Regional Centre SMPS. The proposed discharge is also explicitly provided for in both the HRM Charter and the existing development agreement.

## **FINANCIAL IMPLICATIONS**

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed discharge agreement. The administration of the proposed discharge agreement can be carried out within the approved 2020-2021 budget and with existing resources.

## **RISK CONSIDERATION**

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

## **ENVIRONMENTAL IMPLICATIONS**

No environmental implications are identified.

## **ALTERNATIVES**

1. Halifax and West Community Council may choose to refuse to discharge the existing development agreement, and therefore, development on the property would remain subject to the conditions of the agreement.

### **ATTACHMENTS**

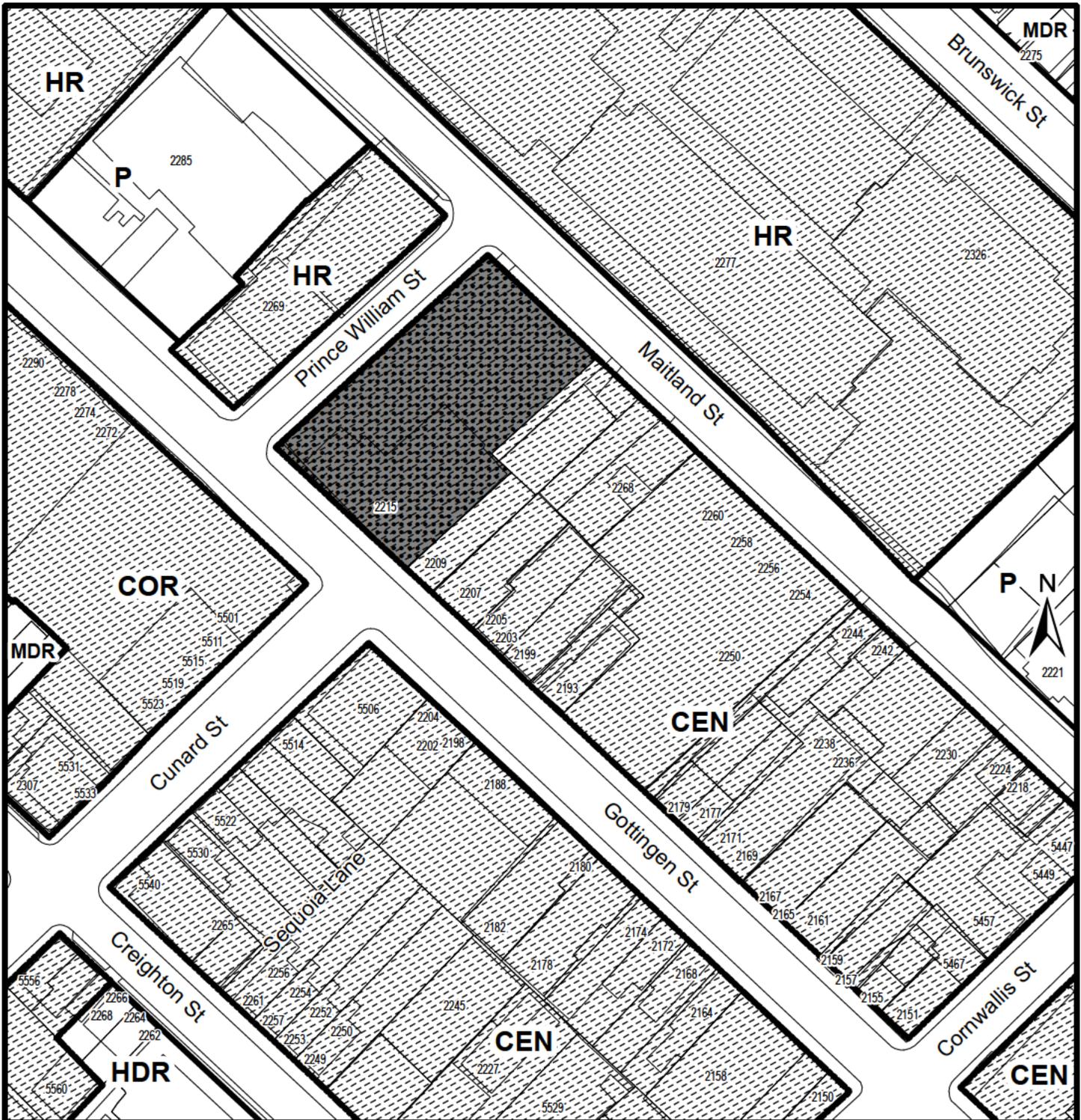
Map 1:	Generalized Future Land Use
Map 2:	Zoning
Attachment A:	Discharging Agreement
Attachment B:	Existing Development Agreement
Attachment C:	Regional Centre LUB - List of Permitted Uses in the CEN-2 Zone

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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 Program Manager, 902.490.4797

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**Map 1 - Generalized Future Land Use**

**HALIFAX**

2215 Gottingen Street  
Halifax

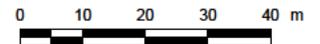
**Regional Centre Package A Designations**

 Discharge the Development Agreement on this Site

- CEN Centre
- COR Corridor
- HR Higher-Order Residential

 Regional Centre Package A

**Halifax Peninsula North Designations**



Halifax Plan Area  
Peninsula North Secondary Plan Area  
Regional Centre Package A Plan Area

- MDR Medium Density Residential
- HDR High Density Residential
- P Park and Institutional

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

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



**Map 2 - Zoning**

2215 Gottingen Street  
Halifax



Discharge the Development Agreement on this Site



Regional Centre Package A

Halifax Peninsula Land Use By-Law Area  
Regional Centre Package A Land Use By-Law

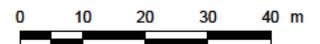
**HALIFAX**

**Regional Centre Package A Zones**

- CEN-1 Centre 1
- CEN-2 Centre 2
- COR Corridor
- HR-1 Higher-Order Residential 1

**Halifax Peninsula Zones**

- R-2 General Residential
- R-3 Multiple Dwelling
- P Park and Institutional



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

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

## ATTACHMENT A: Discharging Agreement

THIS DISCHARGING AGREEMENT made this      day of                      , 202\_ ,

BETWEEN:

**PROPERTY OWNER**

a body corporate, registered 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 at 2215 Gottingen Street in Halifax (PID 00472449), and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Halifax and West Community Council approved an application February 17, 2015 to enter into a Development Agreement to allow the construction of an eleven-storey, mixed use building on the Lands, pursuant to policies 2.3.1, 2.3.2, and 2.3.3 of the Halifax Municipal Planning Strategy and referenced as Municipal Case 18548, and which said development agreement was registered at the Registry of Deeds in Halifax on June 2, 2016, as Document Number 109033911 (hereinafter called the "Existing Agreement");

**AND WHEREAS** the Developer has requested that the Existing Agreement 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** the Halifax and West Community Council of the Municipality approved this request by resolution at a meeting held on **[insert – date]**, referenced as Municipal Case 23219;

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

1. The Existing Agreement is 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 Land Use By-law for the Regional Centre, as amended from time to time.

**ATTACHMENT A: Discharging 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:

**[DEVELOPER]**

\_\_\_\_\_  
Witness

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

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

**ATTACHMENT A: Discharging Agreement**

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 Phoebe Rai, Acting 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

**Form 24**

**Purpose: to change the registered interest, benefits or burdens**

**(Instrument code: 450)**

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

**(Instrument code: 451)**

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

<b>Registration District:</b>	<b>Halifax County</b>	<b>For Office Use</b>	
<b>Submitter's User Number:</b>	<b>7142</b>	HALIFAX COUNTY LAND REGISTRATION OFFICE I certify that this document was registered or recorded as shown here. Kim MacKay, Registrar 1091033911- LRS PROD Document # JUN 02 2016 11:46 P.P. <small>MM DD YYYY Time</small>	
<b>Submitter's Name:</b>	<b>Brian A. Tabor / Stewart McKelvey</b>		
<b>In the matter of Parcel Identification Number (PID)</b>			
<b>PID: 00472449</b>			

The following additional forms are being submitted simultaneously with this form and relate to the attached document:

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

**Additional information:**

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

**Power of Attorney:**

- The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
  - Recorded in the attorney roll
  - Recorded in the parcel register
  - Incorporated in the document

OR

- No power of attorney applies to this document

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

The registered interests and related information are to be changed as follows: N/A

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

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

The following benefits are to be added and/or removed in the parcel register(s): N/A

The following burdens are **to be added** to the parcel register:

<b>Instrument type</b>	Agreement Re Use of Land
<b>Interest holder and type to be removed</b>	N/A
<b>Interest holder and type to be added</b>	Halifax Regional Municipality / Party to Agreement (Burden)
<b>Mailing address of interest holder to be added</b>	P.O. Box 1749 Halifax, Nova Scotia B3J 3A5
<b>Reference to related instrument in names-based roll/parcel register</b>	N/A
<b>Reason for removal of interest:</b> <i>Instrument code: 443</i>	N/A

The following recorded interests are to be added and/or removed in the parcel register(s): N/A

The textual qualifications are to be changed as follows: N/A

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

**Certificate of Legal Effect:**

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

Dated at Halifax, in the County of Halifax and Province of Nova Scotia, on this 14<sup>th</sup> day of April, 2016.



**Authorized Lawyer**

**Name:** Brian A. Tabor / Stewart McKelvey  
**Address:** P.O. Box 997, Halifax, NS B3J 2X2  
**Phone:** 902.420.3200  
**E-mail:** btabor@stewartmckelvey.com  
**Fax:** 902.420.1417

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

THIS AGREEMENT made this 25 day of May, 2016.

BETWEEN:

**THE HOUSING TRUST OF NOVA SCOTIA**  
a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

Approved as to Form  
and Authority

Solicitor

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 on Gottingen Street, Prince William Street and Maitland Street, identified as 2215 Gottingen Street, Halifax, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a development agreement to allow for a mixed-use development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 2.3.1, 2.3.2 and 2.3.3 of Section XI of the Halifax Municipal Planning Strategy and Section 92 of the Halifax Peninsula Land Use By-law;

**AND WHEREAS** the Halifax and West Community Council for the Municipality approved this request at a meeting held on February 17, 2015, referenced as Municipal Case Number 18548;

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

## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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

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

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

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

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any

by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer and/or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

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

#### **1.4 Conflict**

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

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

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

#### **1.6 Provisions Severable**

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

### **PART 2: DEFINITIONS**

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

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

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

#### **3.1 Schedules**

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 18548:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Floor Plan, Maitland Street Level
Schedule D	Floor Plan, Prince William Street Level
Schedule E	Floor Plan, Gottingen Street Level
Schedule F	West Elevation, Gottingen Street
Schedule G	North Elevation, Prince William Street
Schedule H	East Elevation, Maitland Street
Schedule I	South Elevation
Schedule J	Preliminary Landscape Plan

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

3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the Development Officer with:

- (a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.6 of this Agreement;
- (b) An outdoor lighting plan in accordance with Section 3.8 of this Agreement; and
- (c) A Site Servicing Plan prepared by a Professional Engineer and acceptable to the Development Engineer in accordance with Section 4.1 of this Agreement.

3.2.2 At the time of issuance of the Occupancy Permit, a letter prepared by a member in good standing of the Canadian Society of Landscape Architects shall be provided to the Development Officer certifying that all landscaping has been completed according to Section 3.6 of this Agreement.

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

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

The use(s) of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are the following:

- (a) Non-residential uses permitted by the C-2A (Minor Commercial) Zone, except for service stations and billboards;
- (b) An apartment house (multiple-unit residential uses); and
- (c) Uses accessory to any of the foregoing uses.

### **3.4 Detailed Provisions for Land Use**

3.4.1 Ground-floor land uses on Gottingen Street shall be limited to commercial uses permitted by Section 3.3(a), except that a portion of the space shown as Commercial on Schedule E may be used as residential space pursuant to Section 3.4.2.

- 3.4.2 Ground floor uses on Prince William Street and Maitland Street shall be limited to residential uses only, exclusive of a parking garage entrance from Prince William Street except as shown on Schedule D.
- 3.4.3 A maximum of 124 residential dwelling units shall be permitted within the multiple-unit residential portion of the building. Notwithstanding this limitation, two additional residential units (for a total of 126) may be permitted if located on the Gottingen Street level.
- 3.4.4 A maximum of 1022 square metres (11,000 square feet) of commercial space (including Community Room and offices of the Developer) is permitted.
- 3.4.5 The Building shall contain the following mix of residential unit types:
- (i) a maximum of 10 studio units,
  - (ii) a maximum of 97 one-bedroom units;
  - (iii) a minimum of 15 two-bedroom units; and
  - (iv) a minimum of 4 three-bedroom units.

### **3.5 Architectural Requirements**

- 3.5.1 The building's height, massing, exterior design and materials shall be as shown on the Schedules. A minimum of three colours shall be required for any publicly-viewed façade.
- 3.5.2 The maximum height of the building shall not exceed 28.9 metres (95 feet) above Gottingen Street. Height shall be defined as the vertical distance of the highest point of the roof, excluding any mechanical rooftop equipment, above the mean grade of the finished ground adjoining the building along Gottingen Street.
- 3.5.3 Upper floors of the Building shall be stepped back from the building line of the lower-level space, as shown on Schedules F through I, inclusive.
- 3.5.4 Commercial and residential lobby entrances shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, corner boards, fascia boards or an acceptable equivalent approved by the Development Officer.
- 3.5.5 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.).
- 3.5.6 All concrete pillars adjacent to a street shall be designed and constructed to include decorative design elements that will add visual interest. These elements may include banners, art panels or additional landscaping.
- 3.5.7 Any exposed foundation in excess of 0.61 metres (2 feet) in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.8 Fixed or retractable awnings are permitted at ground floor level on Gottingen Street and Prince William Street provided the awnings are designed as an integral part of the

building façade and subject to the requirements of any other applicable by-law, statute or regulation.

- 3.5.9 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design. Further, the Building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Gottingen Street, Maitland Street or Prince William Street. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.5.10 Where barrier free access is required for any entrances, it will be accommodated on site and shall not impact the existing grade of any HRM sidewalk.

### **3.6 Amenity Space and Landscaping**

- 3.6.1 A minimum of 1100 square metres (11,840 square feet) of a combination of indoor and outdoor common amenity space shall be provided. This space shall consist of a mix of balconies, terraces, at grade landscaped areas, and shall include a community room on the Prince William Street Level, and a common room on the Gottingen Street Level with an adjacent roof deck.
- 3.6.2 Prior to the issuance of a Development Permit, the Developer shall provide a Landscape Plan, for the outdoor landscaped open space, which complies with the provisions of this section and with the preliminary design shown as on Schedule J. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.6.3 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.6.4 Approximately 50 percent of the plant material shall be evergreen or material with winter colour and form. Deciduous trees shall have a minimum size of 45 mm caliper (1.8 inch diameter). Coniferous trees shall be a minimum of 1.5 m (5 ft.) high and upright shrubs shall have a minimum height of 60 cm. (2 ft.). It is the responsibility of the Developer to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping as well as the anticipated mature weight of the plant material on any rooftop and podium.
- 3.6.5 Upon the issuance of the Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Agreement.
- 3.6.6 Notwithstanding Section 3.6.5, provided that the weather and time of year at the time of issuance of the Occupancy Permit does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a

chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

- 3.6.7 Street trees shall be provided along the Prince William Street and Maitland Street frontages, and shall conform to the HRM Municipal Design Guidelines in consultation with HRM's Urban Forester and Development Engineer.

### **3.7 Signs**

- 3.7.1 All signage shall comply with requirements for signage in the C-2 Zone of the Land Use By-law for Halifax Peninsula and shall further comply with the following:

- (a) No ground sign shall be permitted on the Lands;
- (b) One fascia sign shall be permitted for each commercial occupancy;
- (c) One fascia sign shall be permitted for the multiple unit dwelling;
- (d) Block fascia signs shall not be internally illuminated or backlit however, individual lettering may be internally illuminated; and
- (e) One (1) temporary ground sign depicting the name or corporate logo of the Developer shall be permitted on the Lands prior to the issuance of the first Occupancy Permit. The temporary ground sign shall be removed prior to the issuance of the last residential occupancy permit.

### **3.8 Building and Site Lighting**

- 3.8.1 An outdoor lighting plan shall be submitted to the Development Officer, prior to the issuance of a Development Permit.
- 3.8.2 All lighting shall be directed away from adjacent lots and buildings and shall use a full cut-off design. Lighting required for each multiple unit dwelling shall be shown on the site plan and building drawings prior to the issuance of a Construction Permit. Lighting required for each multiple unit dwelling shall be installed prior to the issuance of an Occupancy Permit.
- 3.8.3 Outdoor lighting shall be directed to driveways, parking areas, loading areas and building entrances and shall be arranged so as to direct the light away from streets, adjacent lots and buildings.
- 3.8.4 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

### **3.9 Functional Elements**

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

### **3.10 Maintenance**

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

### **3.11 Solid Waste Facilities**

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

### **3.12 Outdoor Storage and Display**

3.12.1 No outdoor storage shall be permitted on the Lands.

3.12.2 The outdoor display of materials which are available for purchase from retail uses on the Lands is permitted adjacent to the Gottingen Street frontage.

### **3.13 Parking and Bicycle Facilities**

3.13.1 Vehicular parking shall be fully enclosed and shall accommodate a minimum of 70 vehicular parking spaces. Up to 80 percent of the parking spaces may be reduced in size to 2.44 metres (8 feet) by 5.18 metres (17 feet).

3.13.2 The Developer shall provide bicycle parking pursuant to the Land Use By-law for Halifax Peninsula.

### **3.14 Construction/Sales Structure**

A temporary structure 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 structure shall be removed from the Lands upon the issuance of the last Occupancy Permit.

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

### **4.1 General Provisions**

4.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications unless otherwise varied by this Agreement and shall receive written approval from the Development Engineer prior to undertaking any work.

4.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer and shall be reinstated, removed, replaced, or relocated by the Developer as directed by the Development Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with

the relocation of on-site/ off-site underground services, overhead wires and traffic signals to accommodate the needs of the development.

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

### **5.1 Sulphide Bearing Materials**

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

## **PART 6: AMENDMENTS**

### **6.1 Substantive Amendments**

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

### **6.2 Non-Substantive Amendments**

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

- (a) Additional commercial land uses other than those permitted by Section 3.3;
- (b) Changes to the minimum and maximum commercial floor area requirements and dwelling unit type and mix requirements established by Section 3.4;
- (c) Changes to the Schedules regarding exterior details such as window design and proportion, and variations to cladding materials, which, in the opinion of the Development Officer, do not conform with Schedules C to F as required by Section 3.5;
- (d) Changes to the amenity space and landscaping requirements of Section 3.6;
- (e) Changes to the sign requirements of Section 3.7;
- (f) Reduction in the number of parking spaces required under Section 3.13;
- (g) The granting of an extension to the date of commencement of construction as specified in Section 7.3; and
- (h) The length of time for the completion of the development as specified in Sections 7.4 and 7.5.

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

### **7.1 Registration**

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

## **7.2 Subsequent Owners**

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

## **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within three years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.2, 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**

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law, as may be amended from time to time.

## **7.5 Discharge of Agreement**

If the Developer fails to complete the development after five years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

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

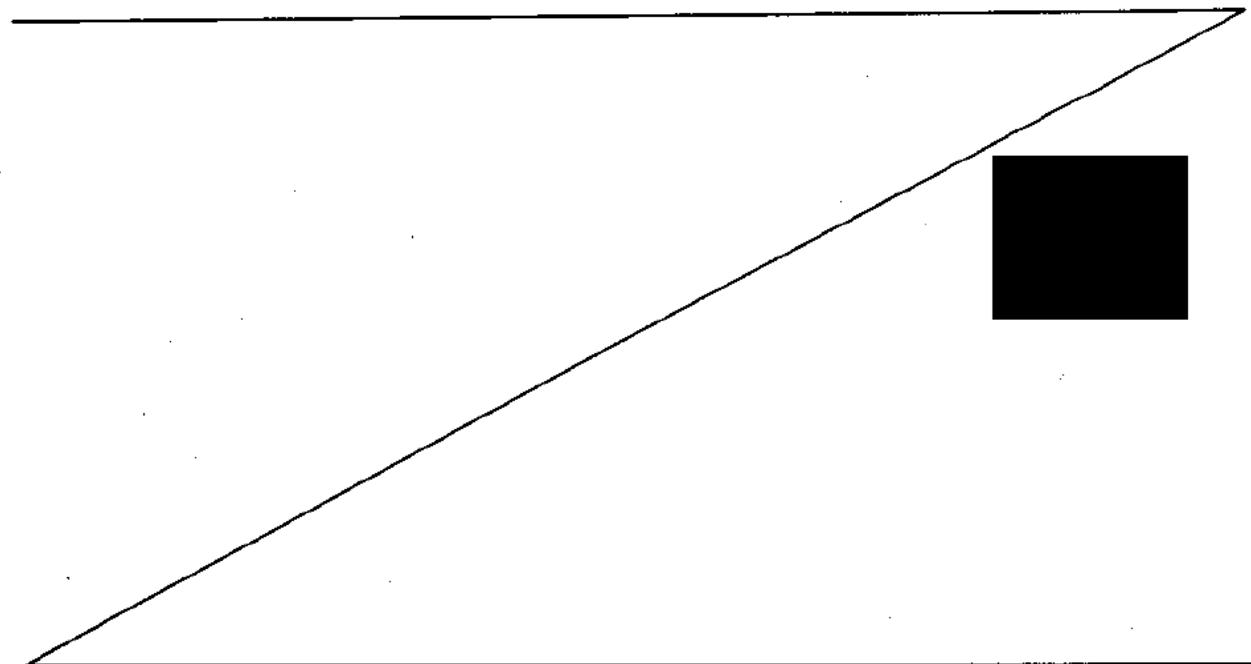
### 8.1 Enforcement

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

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

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



**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:

[Redacted signature]

Witness

**MATTHEW G. NEWELL**

**THE HOUSING TRUST OF NOVA SCOTIA**

[Redacted signature]

Per:

Print name:

*Ross Cartmell*

Position:

*President*



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

[Redacted signature]

Witness

[Redacted signature]

Witness

===== **HALIFAX REGIONAL MUNICIPALITY**

[Redacted signature]

**Mayor Mike Savage**

[Redacted signature]

**Municipal Clerk**

*[Handwritten mark]*

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

On this 13 day of April, A.D., 2016, before me, the subscriber personally came and appeared Matthews Jewell a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that **THE HOUSING TRUST OF NOVA SCOTIA**, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

  
A Commissioner of the Supreme Court  
of Nova Scotia

**Scott T. Pike**

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

On this 26<sup>th</sup> day of May, A.D., 2016, before me, the subscriber personally came and appeared Ken Bevis & Katherine Dunstun 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

**LIAM MACSWEEN**  
A Commissioner of the  
Supreme Court of Nova Scotia

**Schedule A**  
**Legal Description of the Lands**

Registration County: HALIFAX COUNTY  
Street/Place Name: GOTTINGEN STREET /HALIFAX  
Title of Plan: PLAN OF CONSOLIDATION OF LANDS REGISTERED TO THE HOUSING TRUST OF NOVA SCOTIA  
Designation of Parcel on Plan: LOT ZA  
Registration Number of Plan: 99850787  
Registration Date of Plan: 2012-01-06 12:19:07

**Benefits (1):**

Together with the benefit of a right of way reserved from the conveyance registered in the Land Registration Office for the registration district of Halifax County on May 28, 1942 in Book 845 at Page 69, as more fully described therein.

\*\*\* Municipal Government Act, Part IX Compliance \*\*\*

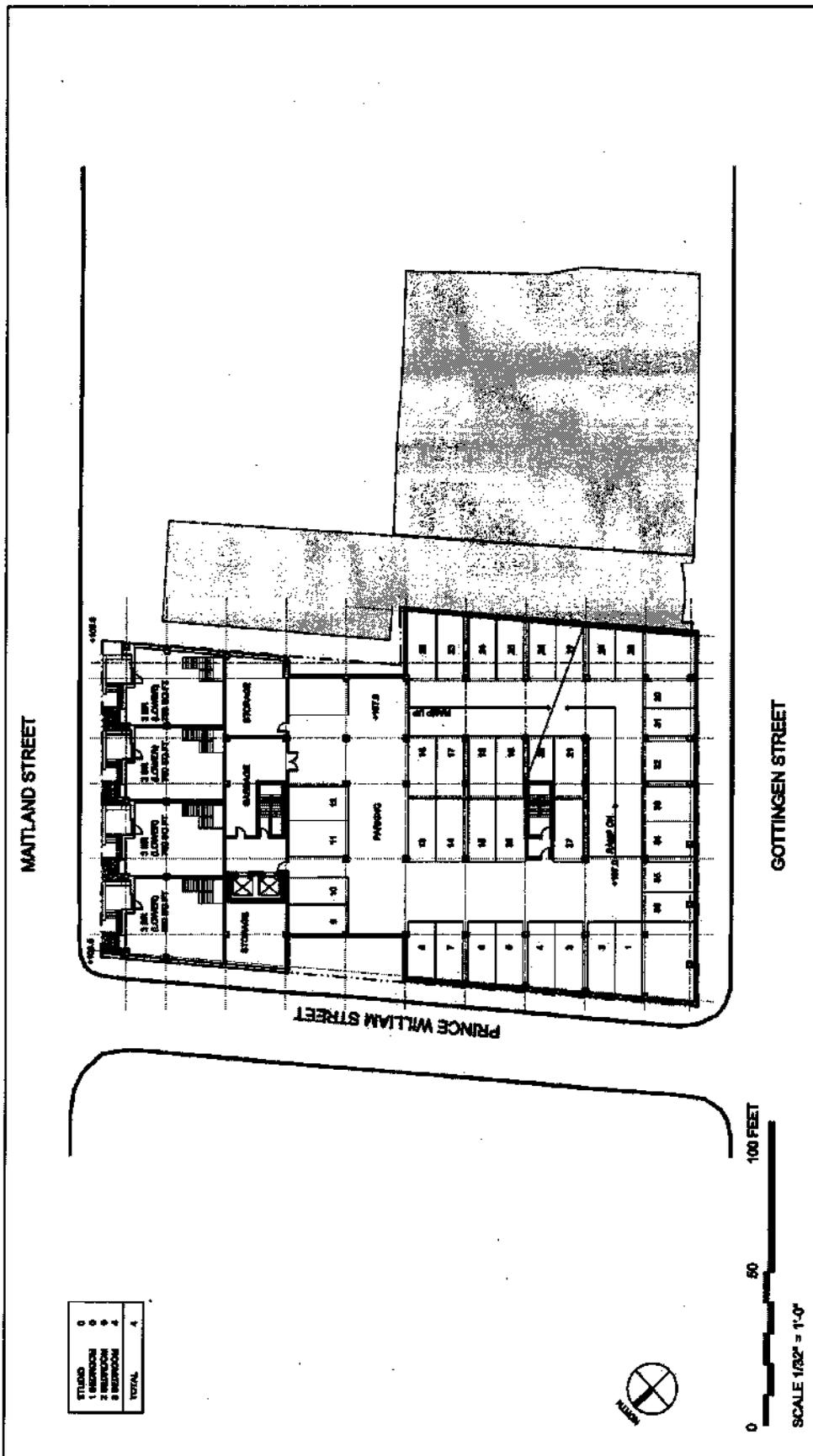
**Compliance:**

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act  
Registration District: HALIFAX COUNTY  
Registration Year: 2012  
Plan or Document Number: 99850787

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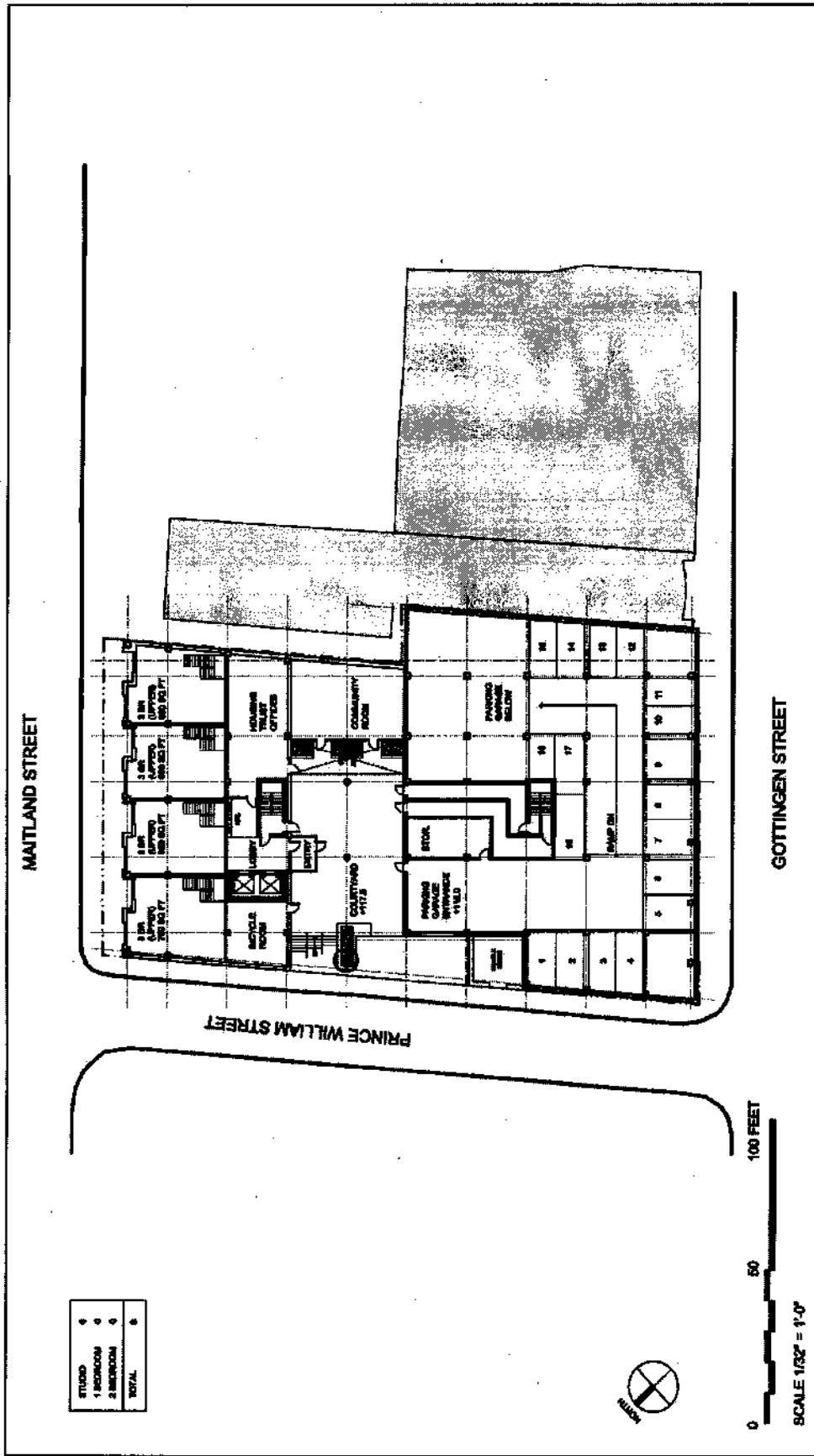
Schedule C - Floor Plan, Maitland Street Level



**LYDON LYNCH**  
ARCHITECTURE

HOUSING TRUST OF NOVA SCOTIA  
GOTTINGEN STREET DEVELOPMENT

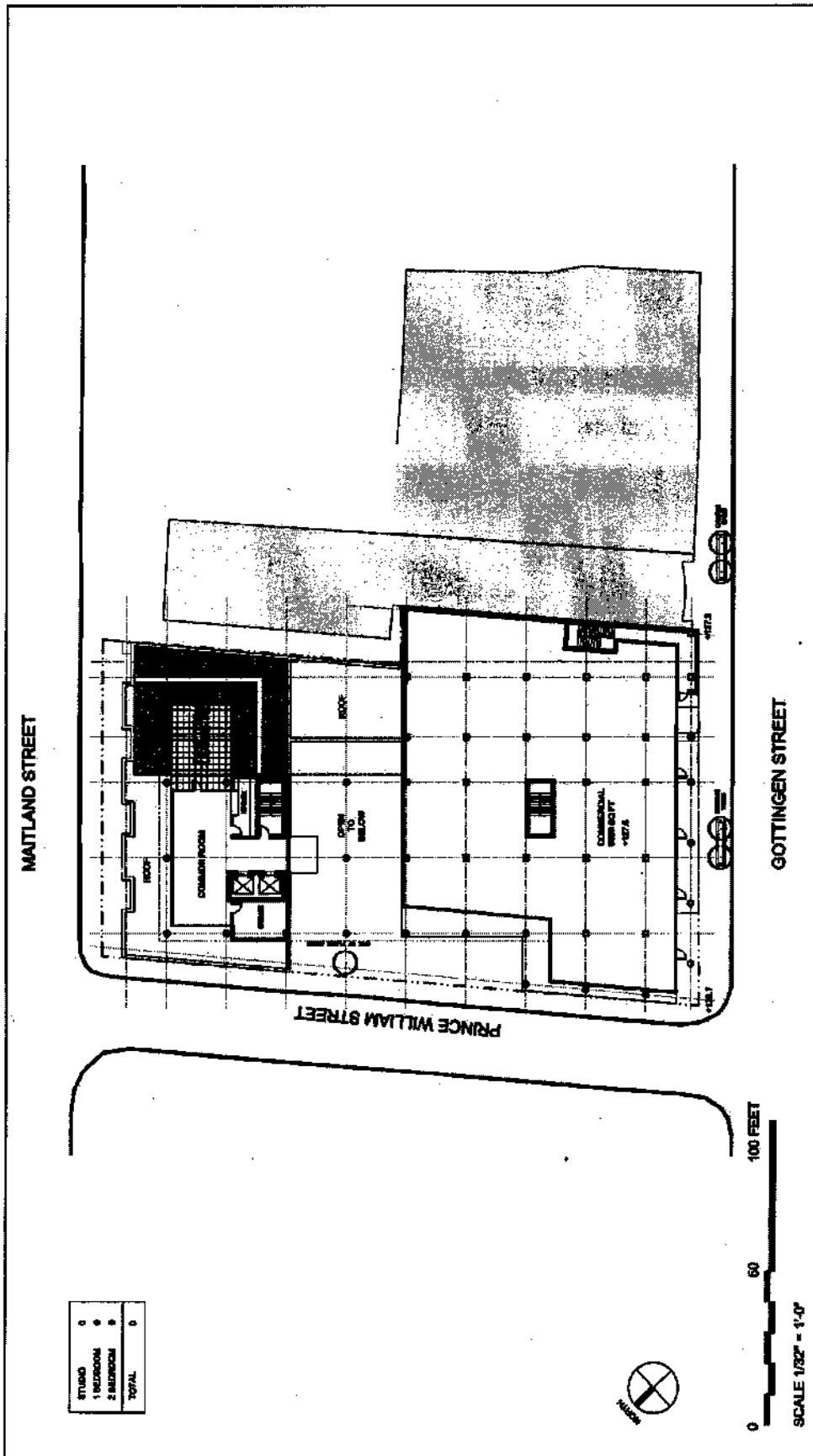
Schedule D - Floor Plan, Prince William Street Level



**LYDON LYNCH**  
ARCHITECTURE

HOUSING TRUST OF NOVA SCOTIA  
GOTTINGEN STREET DEVELOPMENT

Schedule E - Floor Plan, Gottingen Street Level

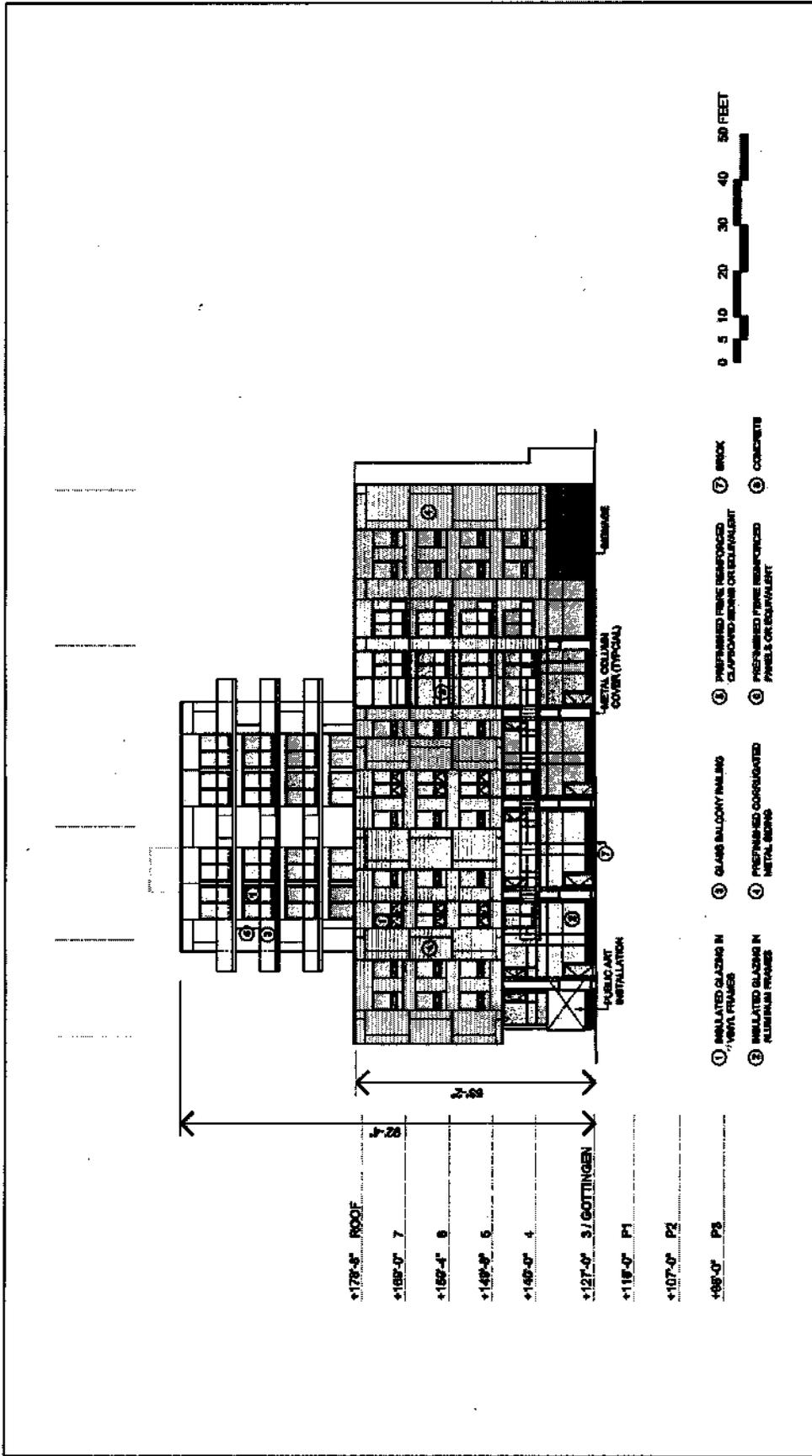


STUDIO	0
1 BEDROOM	0
2 BEDROOM	0
TOTAL	0

**LYDON LYNCH**  
ARCHITECTURE

HOUSING TRUST OF NOVA SCOTIA  
GOTTINGEN STREET DEVELOPMENT

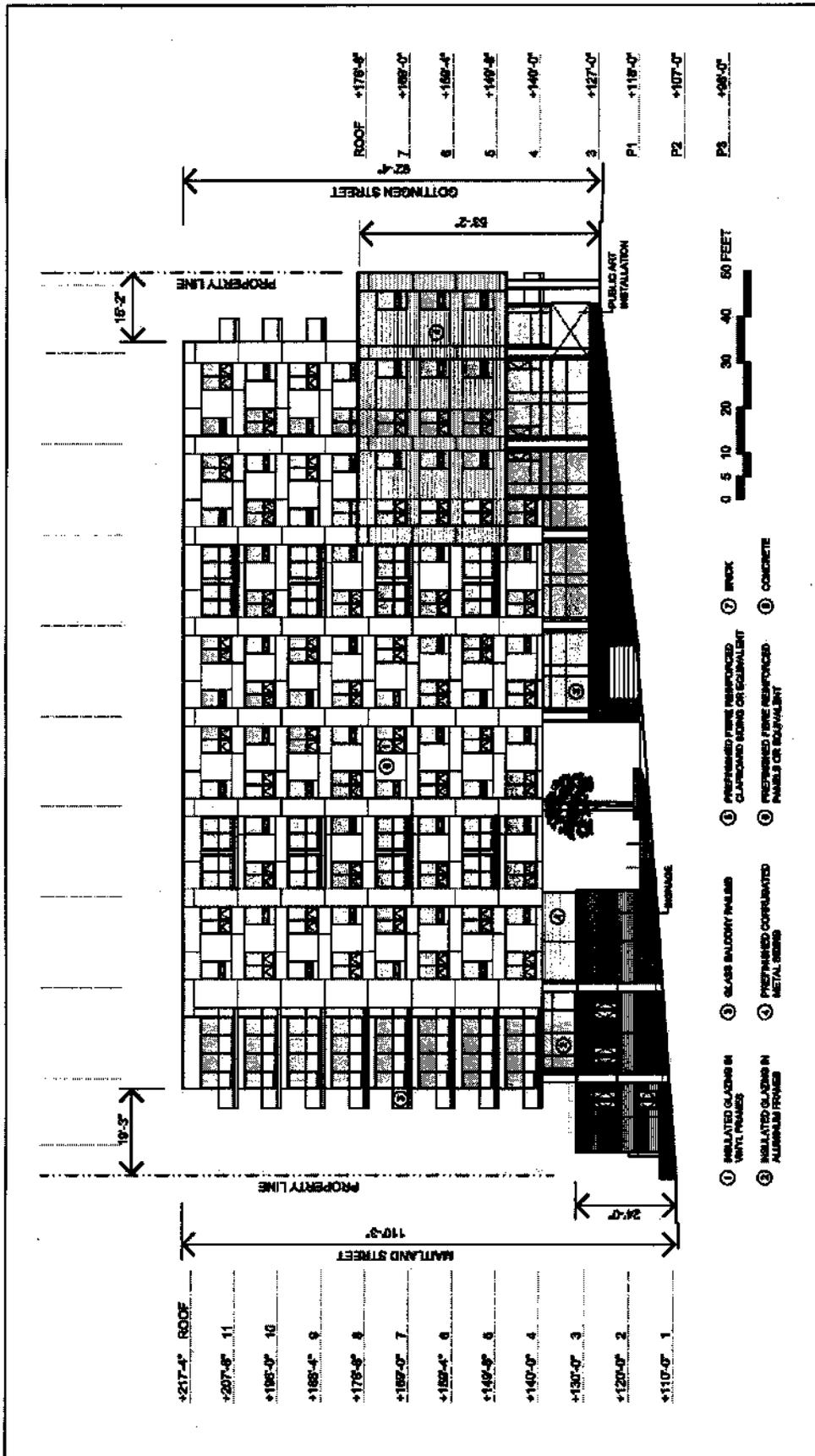
Schedule F - West Elevation, Gottingen Street



HOUSING TRUST OF NOVA SCOTIA  
GOTTINGEN STREET DEVELOPMENT

**LYDON LYNCH**  
ARCHITECTURE

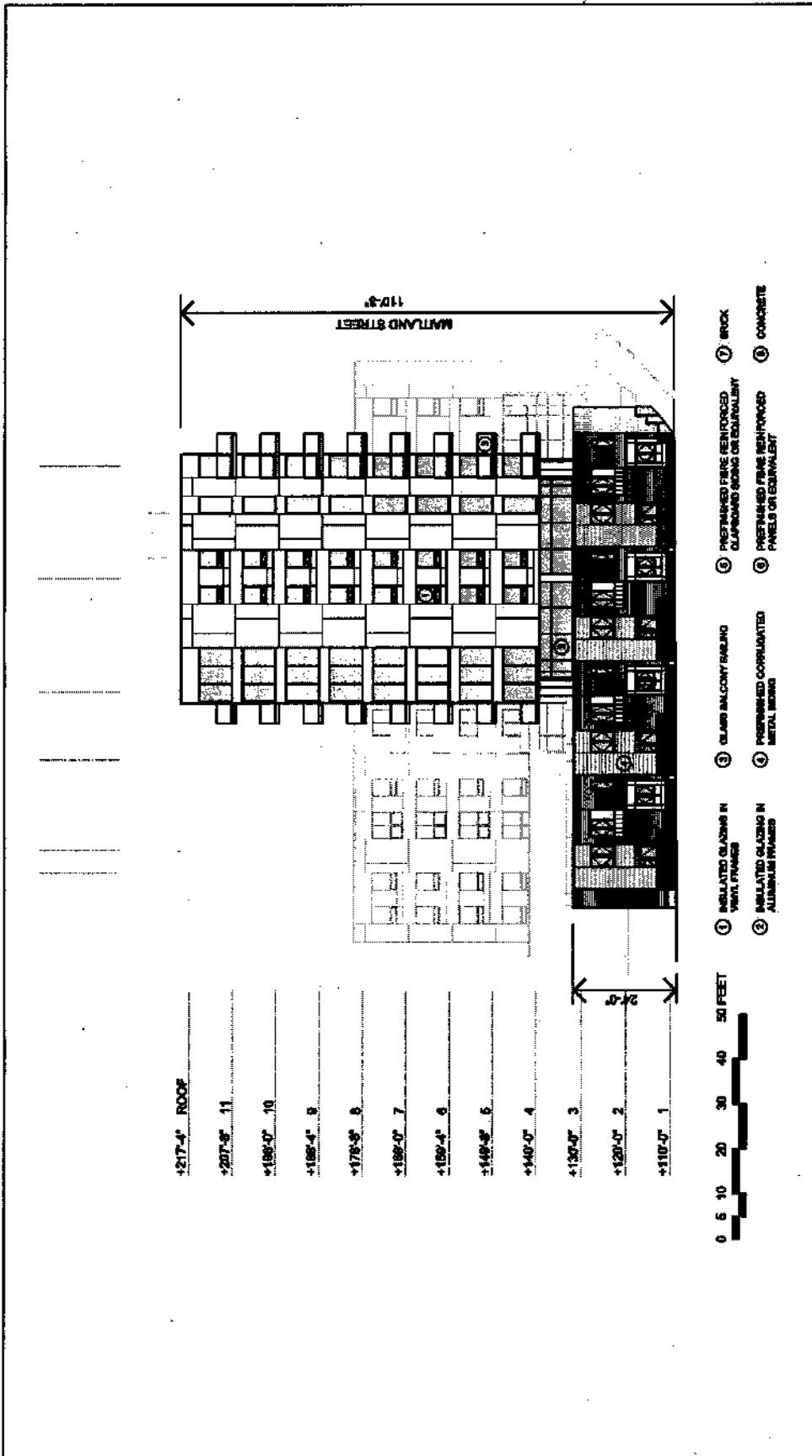
Schedule G - North Elevation, Prince William Street



HOUSING TRUST OF NOVA SCOTIA  
GOTTINGEN STREET DEVELOPMENT

**LYDON LYNCH**  
ARCHITECTURE

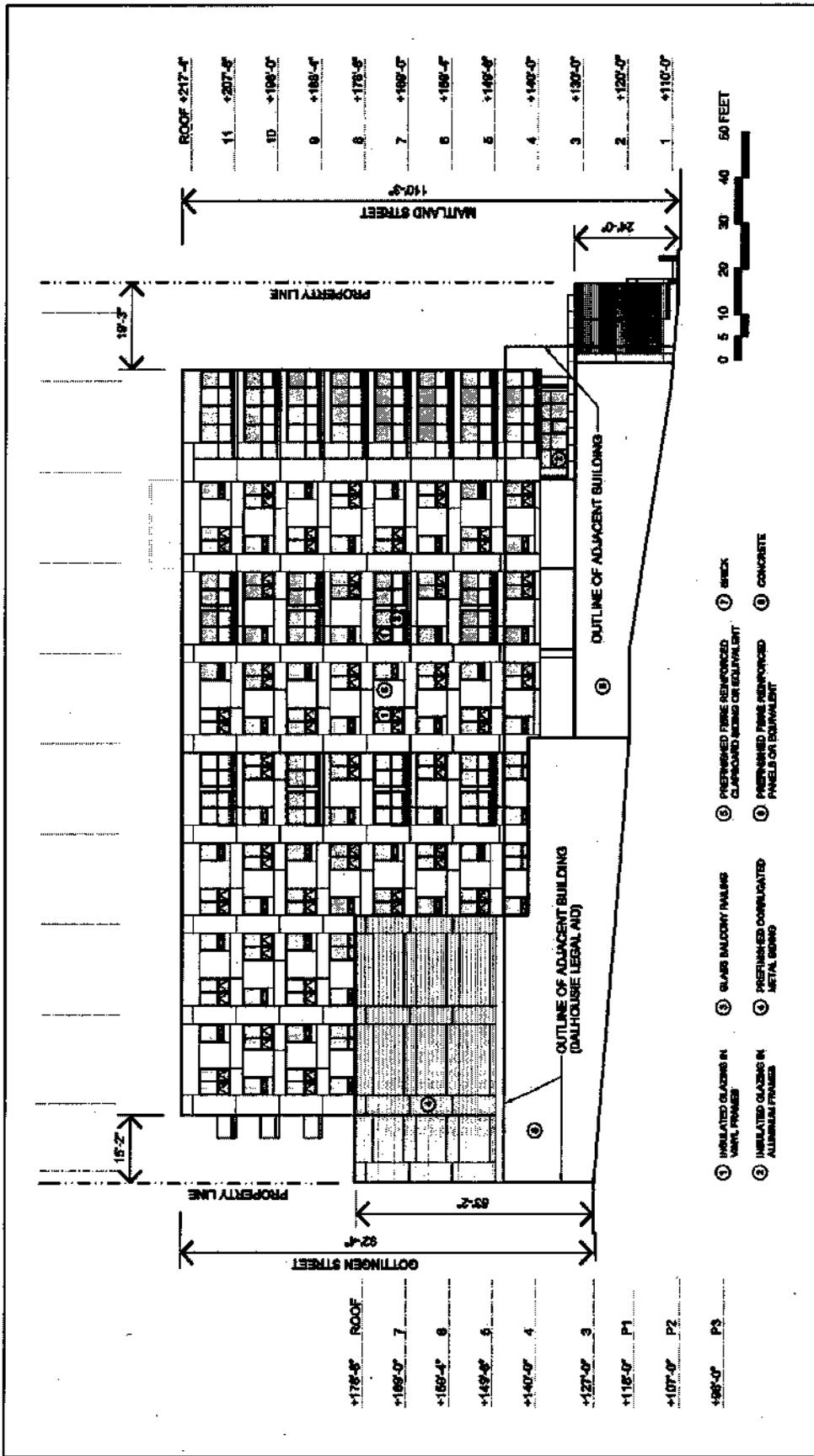
Schedule H - East Elevation, Maitland Street



HOUSING TRUST OF NOVA SCOTIA  
GOTTINGEN STREET DEVELOPMENT

**LYDON LYNCH**  
ARCHITECTURE

Schedule I - South Elevation



HOUSING TRUST OF NOVA SCOTIA  
GOTTINGEN STREET DEVELOPMENT

LYDON LYNCH  
ARCHITECTURE



## Attachment C: Regional Centre LUB - List of Permitted Uses in the CEN-2 Zone

### Regional Centre Land Use By-law

The subject site is zoned CEN-2 (Centre 2) by the Regional Centre Land Used By-law. The Regional Centre LUB permits the following uses by-right in the CEN-2 Zone:

#### ***Residential uses***

- Single, Two-Unit, or Three- or Four-Unit Dwelling	- Multi-unit Dwelling	- Bed and Breakfast
- Townhouse Dwelling	- Large Shared Housing	- Wok-live/Grade-related Unit
- Home Occupation/Office	- Secondary/Backyard Suite	- Model Suite

#### ***Commercial Uses***

- Broadcast Use	- Garden Centre	- Pet Daycare
- Cannabis Lounge/Retail Sales	- Grocery Store	- Workshop
- Daycare	- Hotel	- Restaurant
- Drinking Establishment	- Local Commercial Use	- Retail
- Financial Institution	- Micro-brewery or Micro-distillery	- Self-storage Facility
- Fitness Centre	- Office Use	- Service Station
- Personal Service Use	- Pawn Shop	- Veterinary Facility
- Any other commercial use not expressly prohibited by the Land Use By-law for the Regional Centre		

#### ***Institutional Uses***

- Convention Centre	- Emergency Shelter	- Religious Institution
- Cultural Use	- Minor Spectator Venue	- School
- Emergency Services Use	- Medical Clinic	- University or College

**Other Uses**

- Farmers' Market/Urban Farm	- Club Recreation Use	- Historic Site or Monument Use
- Wholesale Food Production	- Community Recreation Use	- Parking Structure Use
- Recycling Depot	- Park Space	- Temporary Construction Use
- Utility Use	- Accessory Structure Use	- Transportation Facility Use