



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

**Item No. 13.1.3**  
**Halifax and West Community Council**  
**December 15, 2021**

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

*Original Signed*

**SUBMITTED BY:**

---

Kelly Denty, Executive Director of Planning and Development

**DATE:** June 3, 2021

**SUBJECT:** **Case 23555: Discharging Development Agreement for property at 5885  
Spring Garden Road, Halifax**

---

**ORIGIN**

Application by WSP Canada Inc.

**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.

## **BACKGROUND**

WSP Canada Inc. is applying to discharge an existing development agreement that allows the property at 5885 Spring Garden Road to be developed as an 18 storey addition to the existing building. Discharging the existing agreement will allow future redevelopment of this property 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>	11-storey, 201 unit residential building with dentist office at grade, and surface parking lot
<b>Location</b>	At the northeast corner of Spring Garden Road and Carlton Street
<b>Regional Plan Designation</b>	Urban Settlement
<b>Community Plan Designation (Map 1)</b>	CEN (Centre designation) in the Regional Centre Secondary Municipal Planning Strategy (Package A)
<b>Zoning (Map 2)</b>	CEN-2 (Centre 2 zone) under the Regional Centre Land Use By-law (Package A)
<b>Size of Site</b>	6,070 square metres (65,337 square feet) in area
<b>Street Frontage</b>	61 m (200 ft.) of frontage on Spring Garden Road; and 101.5 m (333 ft.) of frontage on Carlton Street
<b>Site Conditions</b>	Developed lot with surrounding asphalt surface parking
<b>Current Land Use(s)</b>	Existing 11-storey residential and commercial building fronting Spring Garden Road, with surface parking off Carlton Street
<b>Surrounding Land Use(s)</b>	The surrounding area is a mix of uses including houses, multiple-unit dwellings, restaurants, shops and other commercial uses. There are also institutional uses (Dalhousie University, Sacred Heart School), and prominent public spaces such as Camp Hill Cemetery and the Public Gardens.

### **Proposal Details**

The applicant proposes to discharge an existing development agreement (Attachment B) and amending development agreement (Attachment C) that permits an 18 storey multiple unit dwelling with 104 units as an addition to the existing 11 storey mixed-use building located on the lands. The existing development agreement was approved by Halifax and West Community Council on May 13, 2015, and the First Amending Agreement was approved by Halifax and West Community Council on January 21, 2020. The landowner has indicated they would like future development of the property to be regulated by the current underlying CEN-2 (Centre 2) zoning which will better complement not only market demand in proposed unit make-up but also the overall character and built form of the Carlton Street, Spring Garden Road and Camp Hill Cemetery neighbourhood. To do this, the development agreement and amending 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 2015 development agreement allowed uses not otherwise permitted in the existing building under its previous zoning of R-3 (High Density Residential/Minor Commercial) under the Halifax Peninsula Land Use By-law. The 2020 amending agreement allowed parking changes to the development agreement in line with the Regional Centre parking standards and an extended timeline for completion of the development. The applicant wishes to utilize the site under the current CEN-2 zoning, and if the agreement is discharged, future development on the subject site would be controlled 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 and signage posted on the subject site. Staff have not received any comments from the public relating to this application. 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 D. Any of the CEN-2 uses could be permitted by-right if the existing development agreement and amending agreement are discharged. Further, the maximum height of a building in this site is limited to a maximum of 14 metres, in addition to a variety of other built form controls in place within the Regional Centre Land Use By-law.

### **Non-Conforming Structure**

The existing structure on the subject site is non-conforming under the zone standards of the CEN-2 Zone and section 253 of *Halifax Regional Municipality Charter*. The existing structure could remain as it is, but any additions or expansions would have to meet the requirements of the Land Use By-law for the Regional Centre.

Section 33 of the Land Use By-law for the Regional Centre also provides additional flexibility for non-conforming structures stating:

*33 (1) In any D, CEN-2, CEN-1, COR, HR-2, or HR-1 zone, the restrictions in the Charter respecting non-conforming structures are relaxed by allowing them to be extended, enlarged, or altered if the extension, enlargement, or alteration does not further worsen any non-conformity with this By-law.*

### **Signing of the Agreement**

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 presents, 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 and amending 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 2021-2022 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 discharging the development agreement is 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. A decision of Council to refuse to discharge a development agreement is appealable to the Nova Scotia Utility and Review Board as per Section 262 of the *HRM Charter*.

### **ATTACHMENTS**

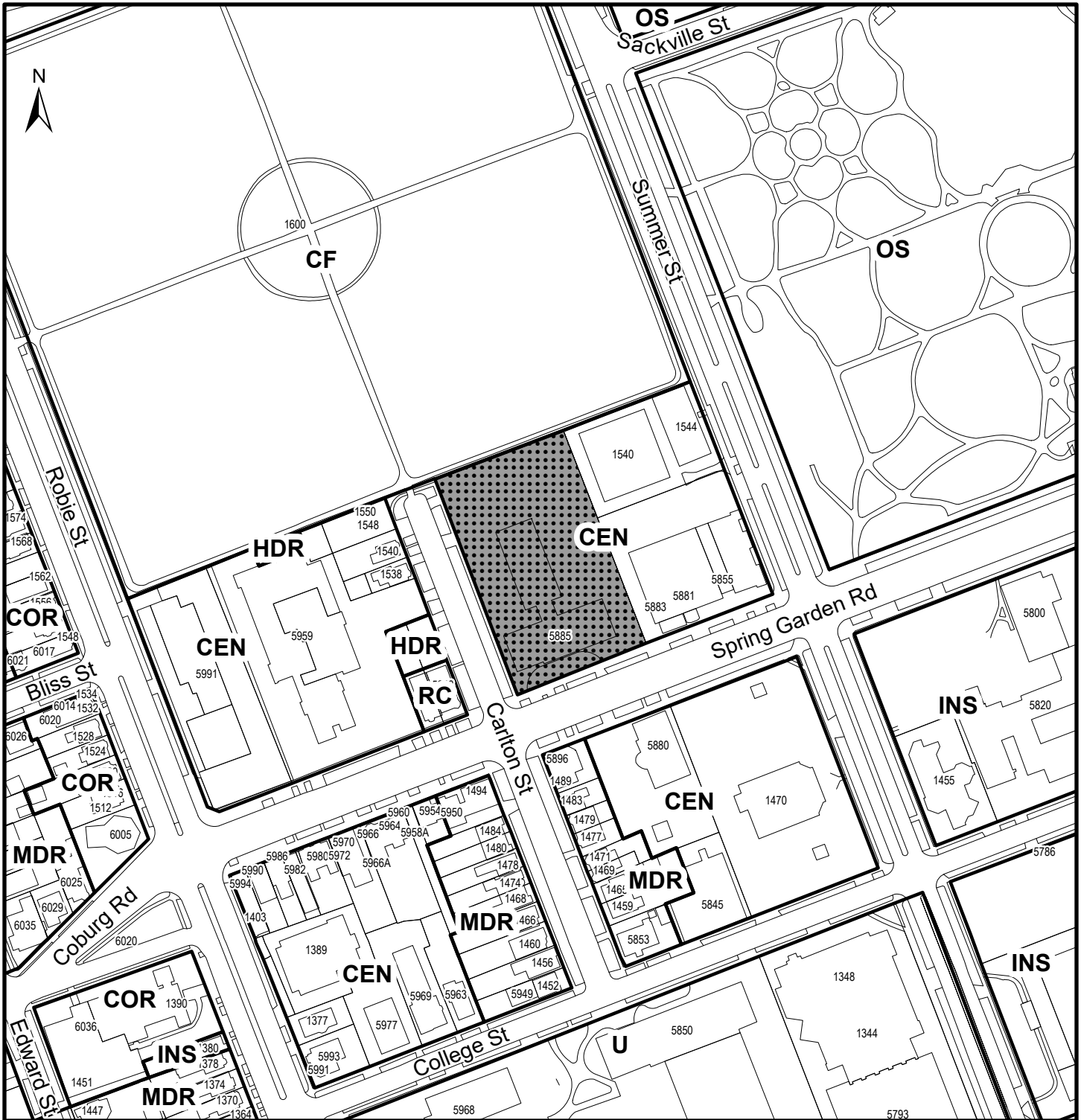
Map 1:	Generalized Future Land Use
Map 2:	Zoning
Attachment A:	Proposed Discharging Agreement
Attachment B:	Existing Development Agreement
Attachment C:	Amending Development Agreement
Attachment D:	Regional Centre LUB - List of Permitted Uses in the CEN-2 Zone

---

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: Darrell Joudrey, Planner II, 902.225.8630

---



**Map 1 - Generalized Future Land Use**

5885 Spring Garden Road,  
Halifax

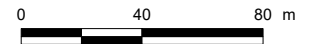
 Subject Property

Halifax Peninsula Plan Area  
Regional Centre Plan Area

**Designation**

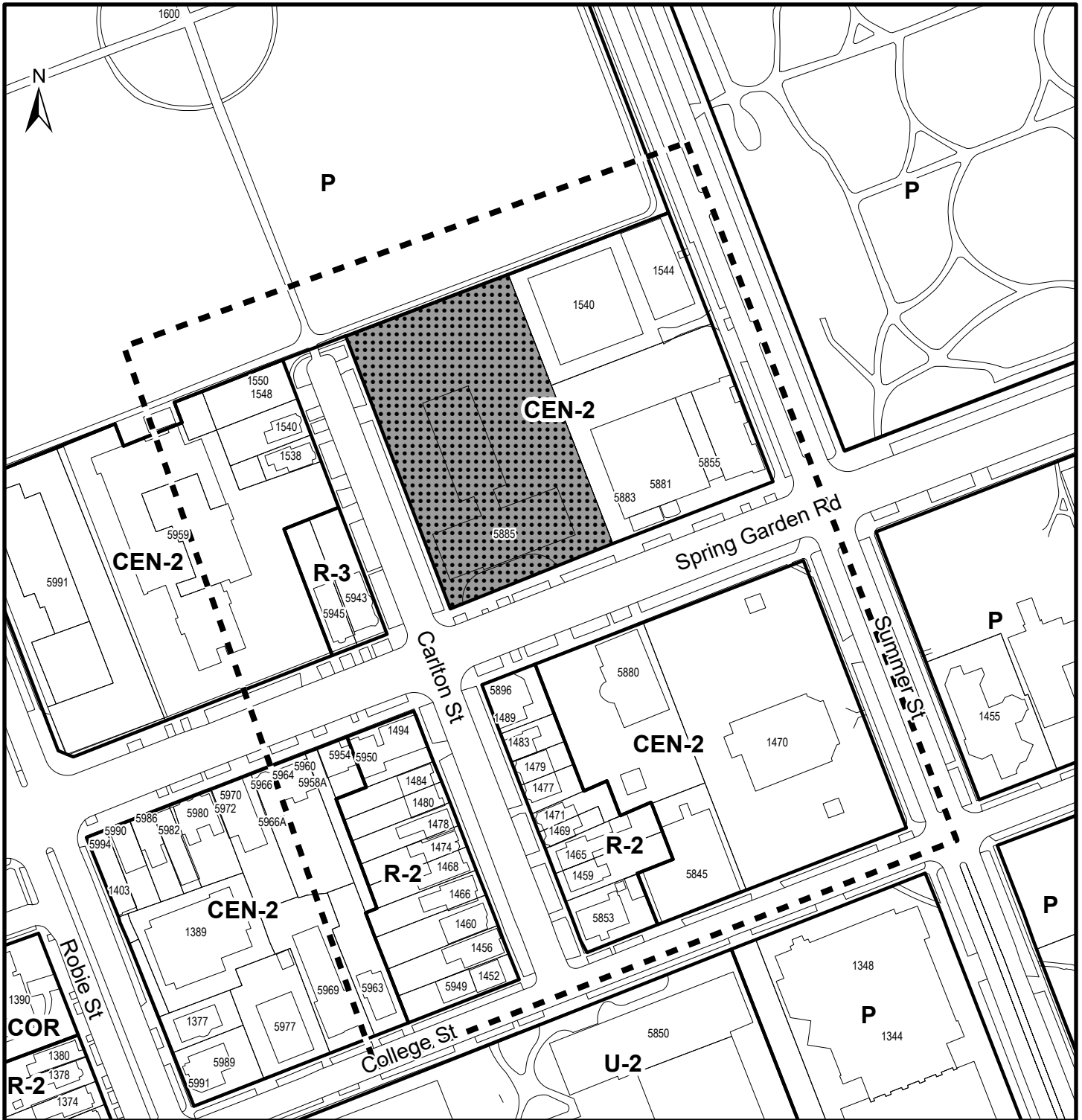
- HDR High Density Residential
- INS Institutional
- LDR Low Density Residential
- MDR Medium Density Residential
- OS Open Space
- RC Residential - Commercial Mix
- SHR Schmidtville Heritage Residential
- U University
- CEN Centre
- COR Corridor

**HALIFAX**



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

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



**Map 2 - Zoning**

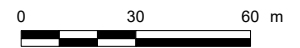
5885 Spring Garden Road,  
Halifax

Subject property



Halifax Peninsula	R-2	General Residential
	R-3	Multiple Dwelling
Regional Centre	P	Park and Institutional
	U-2	High-Density University
	CEN-2	Centre 2
	COR	Corridor

**HALIFAX**



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

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

Halifax Peninsula Land Use By-Law Area  
Regional Centre Land Use By-law Area

Attachment A: Proposed Discharging Agreement

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

BETWEEN:

**Insert Individual's name**

an individual, in the Halifax Regional Municipality,  
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 Developers are the registered owners of certain lands located at 5885 Spring Garden Road, Halifax and which said lands are more particularly described in the Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** on May 13, 2015 the Municipality approved an application to enter into a development agreement to allow a mixed-use residential and commercial building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and policies 8.1 of Section VI and 3.11 of the Implementation Policies of the Municipal Planning Strategy for Halifax, and Section 95(1)(e) and (f) of the Land Use By-law for Halifax Peninsula, and referenced as case number 18270, and which said development agreement was registered on November 23, 2015 at the Land Registration Office for Halifax as document number 108139420, (hereinafter called the "Existing Agreement");

**AND WHEREAS** on January 21, 2020 the Municipality approved an application to amend the existing development agreement to allow changes to parking requirements and an extension to the completion date on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and policies 8.1 of section VI and 3.11 of the Implementation Policies of the Municipal Planning Strategy for Halifax and subsection 6.1.1 of the Existing Agreement and referenced as case number 22436, and which said amending agreement was registered on June 2, 2020 at the Land Registration Office for Halifax as document number 116411027, (hereinafter called the "First Amending Agreement");

**AND WHEREAS** the Developer has requested that the Existing Agreement and First Amending Agreements 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 approved this request by resolution at a meeting held on **[Insert – date]**, referenced as case number 23555;

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

1. The Existing Agreement and First Amending Agreements 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 Regional Centre 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:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
—

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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



PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

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

---

A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Iain MacLean, 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

**Schedule A**

**Legal Description of the Lands**

Attachment B: Existing Development Agreement

THIS AGREEMENT made this 14<sup>th</sup> day of September, 2015,

BETWEEN:

**KILLAM INVESTMENTS INC.,**  
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")

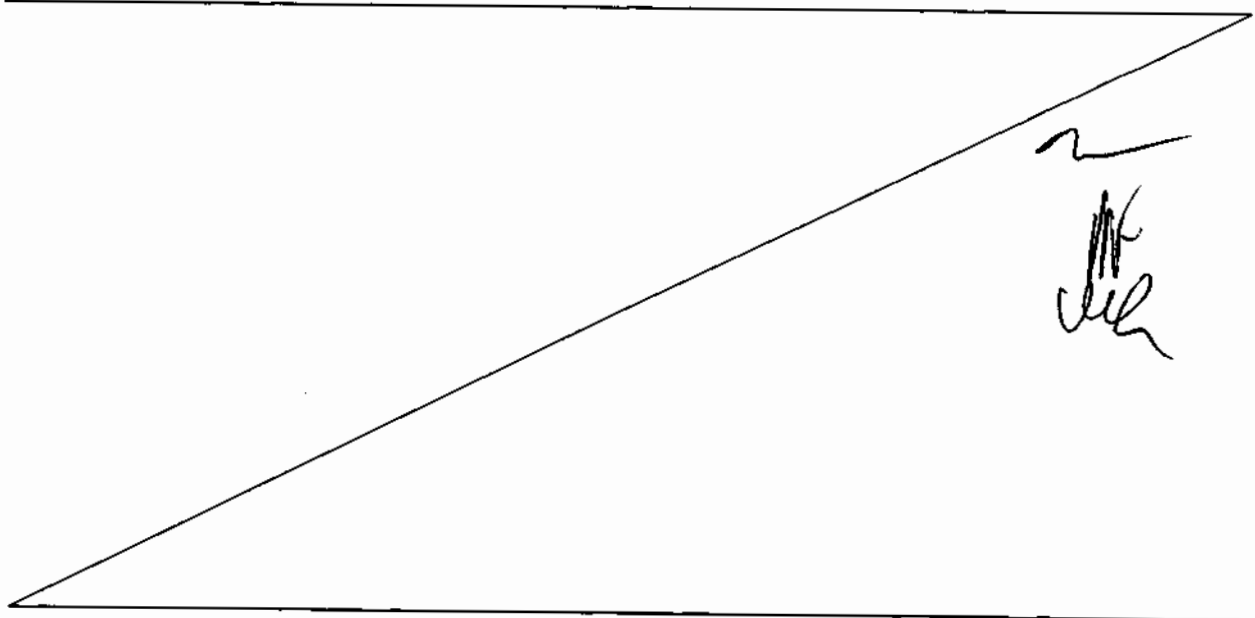
OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 5885 Spring Garden Road, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a mixed use residential and commercial building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and policy 8.1 of Section VI and policy 3.11 of Implementation Policies of the Municipal Planning Strategy for Halifax and Section 95(1)(e, f) of the Land Use By-law for Halifax Peninsula;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on May 13, 2015, referenced as Municipal Case Number 18270;

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





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

### **1.1 Applicability of Agreement**

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

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

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

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

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

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

### **1.4 Conflict**

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

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

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

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

## **1.6 Provisions Severable**

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

## **PART 2: DEFINITIONS**

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

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Regional 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) *Height* means 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 the principle street.

## **PART 3: USE OF LANDS 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 18270:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	West Elevation
Schedule D	South Elevation
Schedule E	North Elevation
Schedule F	East Elevation
Schedule G	Landscape Plan

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

3.2.1 Prior to the issuance of a Development Permit for the 18 storey tower addition, the Developer shall provide to the Development Officer:

- (a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.6 of this Agreement;
- (b) A copy of a letter from the Coordinator of Special Places with the Culture and Heritage Development Division of the Department of Communities, Culture and Heritage of the Province of Nova Scotia indicating the archaeological assessment and mitigation has been completed for the Lands and is in compliance with requirements set forth by the Province pursuant to Section 3.14 of this Agreement;
- (c) A quantitative wind impact assessment prepared by a qualified professional in

- accordance with Section 3.15 of this Agreement; and
- (d) A Site Servicing Plan prepared by a Professional Engineer and acceptable to the Development Engineer in accordance with Section 4 of this Agreement.

3.2.2 Upon the issuance of the Occupancy Permit, the Developer shall provide to the Development Officer:

- (a) 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 Schedule B and Section 3.6 of this Agreement; and
- (b) Confirmation that all disturbed areas within the HRM right-of-way have been reinstated to original or better condition pursuant to Section 3.12 of this Agreement.

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

The uses of the Lands permitted by this Agreement are a multiple unit residential building consisting of an eleven storey tower and eighteen storey tower, inclusive of a single storey podium, and an office use.

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

- 3.4.1 The total number of residential units shall not exceed 305 units and at least 33% of the residential units shall contain 2 or more bedrooms.
- 3.4.2 The office use shall be located on the ground and basement levels and shall be a maximum of 442 square metres.
- 3.4.3 Further to the office use permitted in section 3.4.2, a rental office shall be permitted in association with the multiple unit residential use.
- 3.4.4 Additional commercial uses shall be permitted pursuant to the requirements of the underlying zone of the Land Use By-law as amended from time to time.

### **3.5 Height and Architectural Requirements**

- 3.5.1 The building's exterior design shall be as substantially shown on Schedules C to F.
- 3.5.2 Building entrances shall be recessed and sheltered by a canopy.
- 3.5.3 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements associated with new development or alterations to the existing building shall be treated as integral parts of the design. Where appropriate these elements shall be painted to complement the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.4 Large blank or unadorned walls shall not be permitted. The scale of large walls associated with new development or alterations to the existing building shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, architectural detail or a combination of these options.
- 3.5.5 Buildings associated with new development or alterations to the existing building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc. ) are not visible

from Spring Garden Road, Carlton Street, the Camphill Cemetery or abutting residential properties and, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless the mechanical systems (HVAC, exhaust fans, etc. ) are screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

- 3.5.6 Access to the underground parking and solid waste collection shall be located along Carlton Street. The design shall be incorporated into the overall design of the building through the use of similar colour and similar building materials as the adjacent portions of the building.

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

- 3.6.1 A combination of indoor and outdoor common amenity space shall be provided as shown on the Schedules. A minimum of 3,500 square metres of amenity space shall be provided, exclusive of balconies. A minimum of 3,000 square metres shall be provided as outdoor amenity space as shown on Schedule G.
- 3.6.2 Prior to the issuance of a Development Permit, the Developer shall provide to the Municipality a detailed Landscape Plan, prepared by a Landscape Architect. The Landscape Plan shall be reviewed by the Urban Forester of the Municipality.
- 3.6.3 The Landscape Plan shall include the following:
- (a) vegetation such as trees, shrubbery and ornamental plantings;
  - (b) areas for passive recreation such as lawn areas and seating areas;
  - (c) any landscaping or design features required as part of the wind impact assessment in accordance with Section 3.15 of this Agreement;
  - (d) lighting, in conformance with Section 3.9 of this Agreement; and
  - (e) details for each type of proposed plant material proposed shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.6.4 Planting types shall be suitable for a rooftop environment and conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.6.5 Upon the issuance of an Occupancy Permit for the 18 storey addition, 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 the above, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape work and the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping as shown on the Landscape Plan. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the landscaping as described herein and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping. The Developer shall be responsible for all costs in this regard exceeding the deposit. The

security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.7 Parking**

- 3.7.1 There shall be a of minimum of 230 underground parking spaces.
- 3.7.2 A minimum of 6 parking spaces shall be made available for the dental office visitor parking.
- 3.7.3 A minimum of 6 parking spaces shall be made available for visitor parking for the multiple unit building.
- 3.7.4 Parking space sizes shall comply with the requirements of the Land Use By-law for Halifax Peninsula.
- 3.7.5 The Developer shall provide 60 Class A bicycle parking spaces and 20 Class B bicycle parking spaces pursuant to the Land Use By-law for Halifax Peninsula.
- 3.7.6 Access to the underground parking shall be accessed from Carlton Street as shown on Schedule B.

### **3.8 Signage**

Signage on the Lands shall be in accordance with the requirements of the underlying zone of the Land Use By-law as amended from time to time.

### **3.9 Outdoor Lighting**

Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

### **3.10 Outdoor Storage**

No outdoor storage shall be permitted on the Lands.

### **3.11 Deliveries and Solid Waste Collection**

- 3.11.1 The private collection of refuse and recyclables on the Lands shall occur only between the hours of 7:00 a.m. and 7:00 p.m.
- 3.11.2 The hours specified under this section shall apply seven (7) days a week.

### **3.12 Maintenance**

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



3.12.3 Prior to the issuance of an Occupancy Permit, all disturbed areas located in the HRM right-of-way shall be reinstated to original condition or better as determined by the Development Engineer.

### **3.13 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 Occupancy Permit for the 18 storey tower addition.

### **3.14 Archeological Resources**

3.14.1 The Developer shall contact the coordinator of Special Places with the Culture and Heritage Development Division of the Department of Communities, Culture and Heritage of the Province of Nova Scotia prior to any disturbance of the Lands and the Developer shall comply with requirements set forth by the Province in this regard.

3.14.2 The Developer shall provide a copy of the letter from the Coordinator of Special Places with the Culture and Heritage Development Division of the Department of Communities, Culture and Heritage of the Province of Nova Scotia indicating the archaeological assessment and mitigation has been completed to the Development Officer prior to site work, not associated with the archeological assessment, on the Lands.

### **3.15 Wind Mitigation**

3.15.1 As a condition of the issuance of a Development Permit, the Developer shall submit a quantitative wind impact assessment, prepared by a qualified professional. The assessment shall confirm, pursuant to industry standards that wind conditions, as a result of the proposed building addition, are suitable for sitting, standing, or walking in the following areas:

- (a) Sitting: Areas around the pool, residential terraces on the podium, and outdoor amenity space at the mezzanine level during the summer;
- (b) Standing: Sidewalk areas adjoining the lands at the north-east corner of Carlton Street and Spring Garden Road and all main building lobby entrances during the spring, summer and fall seasons; and
- (c) Walking: Sidewalks along Carlton Street and the Camp Hill Cemetery during spring, summer and fall seasons.

Pursuant to industry standards, the levels of comfort, noted above, shall be expected for a minimum of four out of five days (80% of the time) during the noted seasons.

3.15.2 In order to achieve the levels of pedestrian comfort pursuant to 3.15.1, mitigation measures, such as the installation of canopies, screens, and vegetation, that do not substantially change the development may be approved by the Development Officer. Further changes can be considered through a non-substantive amendment pursuant to Section 6.1 of this Agreement.

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

Prior to the commencement of any site work on the Lands for construction of streets and services, including grade alteration or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared, stamped and certified by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared, stamped and certified by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
- (c) Submit to the Development Officer a detailed Site Grading Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate stormwater management system. The Site Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

### **5.2 Failure to Conform to Plans**

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

## **PART 6: AMENDMENTS**

### **6.1 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) Internal expansions to the office use as outlined in Section 3.4.2 of this Agreement;
  - (b) Variations to the design of the roof as outlined in the Section 3.5.1 of this Agreement, provided there is no increase in the height of the building;
  - (c) Variations to the exterior building material as outlined in Section 3.5.1 of this Agreement;
  - (d) Changes to the Amenity and Landscaping requirements as detailed in Section 3.6 of this Agreement;
  - (e) Changes to the requirements for Parking in Section 3.7 of this Agreement
  - (f) Changes to the Signage requirements as outlined in Section 3.8 of this Agreement;
  - (g) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
  - (h) The length of time for the completion of the development as identified in Section 7.5 of this Agreement.

### **6.2 Substantive Amendments**

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

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

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

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

### **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within 3 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this Section, commencement of development shall mean the issuance of a Development Permit for the proposed 18 storey addition.

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 of this Agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

#### **7.4 Completion of Development**

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

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

#### **7.5 Discharge of Agreement**

7.5.1 If the Developer fails to complete the development after 5 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 14 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:

  
\_\_\_\_\_

Witness

**KILLAM INVESTMENTS INC.**

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

**Philip D. Fraser**  
President & CEO

=====

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

  
\_\_\_\_\_

Witness

=====

**HALIFAX REGIONAL MUNICIPALITY**

  
\_\_\_\_\_

Mayor

  
\_\_\_\_\_

Witness

  
\_\_\_\_\_

Municipal Clerk

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

On this 11<sup>th</sup> day of August, A.D., 2015, before me, the subscriber personally came and appeared [REDACTED] a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that **KILLAM INVESTMENTS INC.**, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

[REDACTED]  
A Commissioner of the Supreme Court  
of Nova Scotia

**ERIC THOMSON**  
A Barrister of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

On this 14 day of September, A.D., 2015, before me, the subscriber personally came and appeared [REDACTED] the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Cathy Mellett, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

[REDACTED]  
A Commissioner of the Supreme Court  
of Nova Scotia

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

**Case 18270 - Schedule A**  
**Property Description**

All that certain lot, piece or parcel of land situate, lying and being on the Northern side of Spring Garden Road and the eastern side of Carleton Street, in the City of Halifax, and being Lots Nos. 30, 31 and 32, as shown on a plan of the common lots filed at the office of the City Engineer under File No. A9-324, the said lot being more particularly described as follows:

**BEGINNING** at a point formed by the intersection of the Northern side line of Spring Garden Road and the Eastern side line of Carleton Street;

**THENCE** Northerly along the said Eastern side line of Carleton Street, 330 feet, more or less, to the Southern boundary line of Camp Hill Cemetery property;

**THENCE** Easterly parallel to Spring Garden Road and along the Southern boundary line of Camp Hill Cemetery property 198 feet to the Western boundary of Lot No. 33 as shown on the above mentioned plan of the common lots;

**THENCE** Southerly along the Western boundary line of said Lot No. 33 and parallel to Carleton Street 330 feet, more or less, to the Northern side line of Spring Garden Road aforementioned;

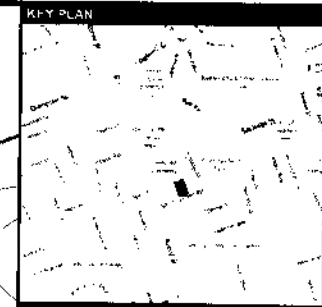
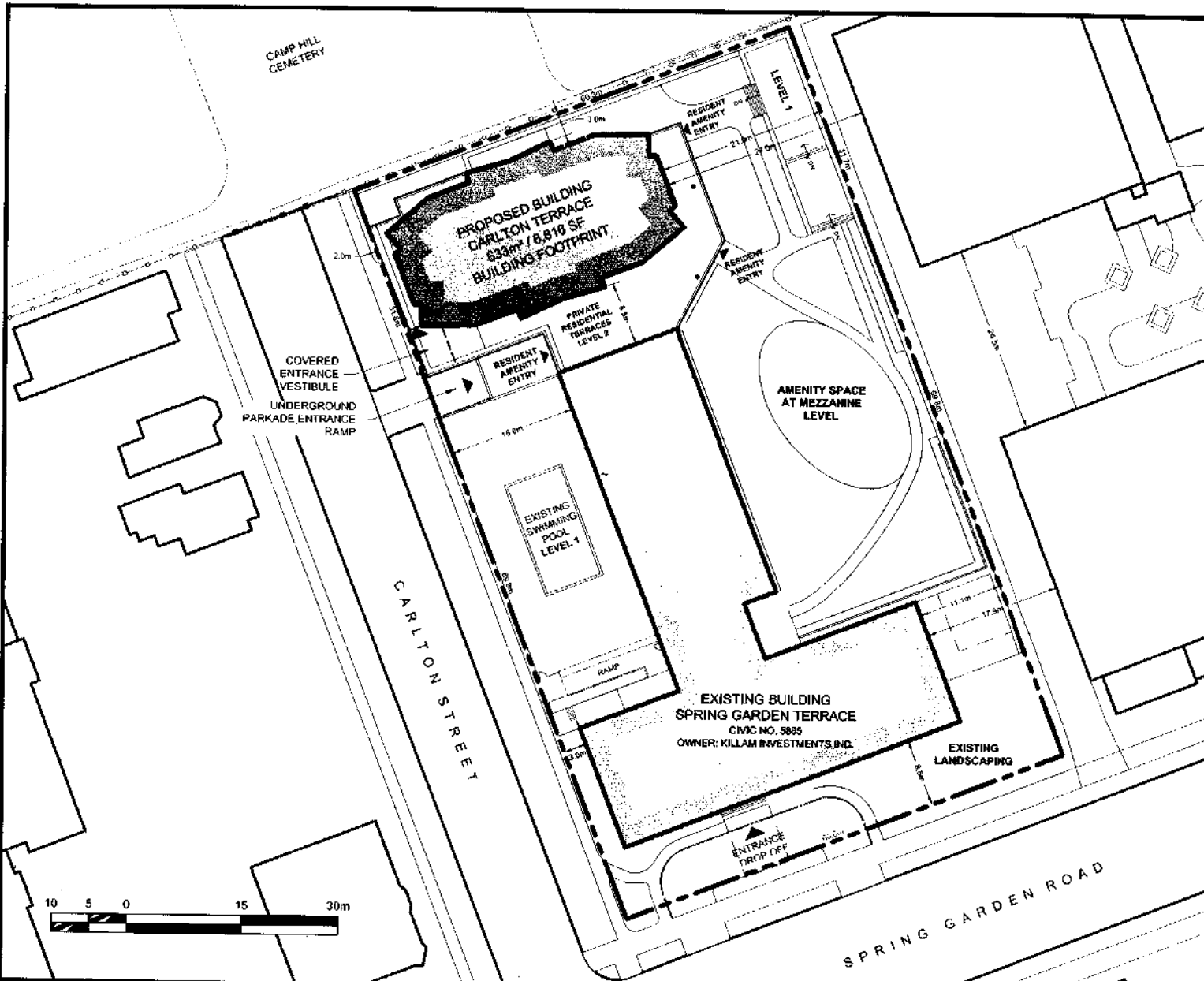
**THENCE** Westerly along the Northern side line of Spring Garden Road 198 feet, more or less, to the place of beginning.

**SUBJECT** to a Development Agreement as filed at the Halifax Registry of Deeds in document 7442 book 6717 page 1026.

**SUBJECT** to a Development Agreement as filed at the Halifax Registry of Deeds in document 46949 book 3624 page 1095.

Municipally known as 5885 Spring Garden Road, City of Halifax, Halifax Regional Municipality, Nova Scotia.

The description for this parcel originates with a deed dated December 20, 1961 registered in the registration district of Halifax in book 1794 at page 24 and the subdivision is validated by Section 291 of the Municipal Government Act.



**LEGEND**

- Site Boundary
- Adjacent Property Boundary

**NOTES:**

- Site subject to survey

**SOURCES:**

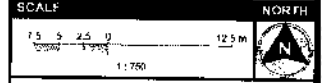
- Plan based on landscape plan dwg no. A-0010, dated Feb 2011, CAD file: 20130 Carlton Terrace - Siteplan.dwg

Designer: H. PEEL  
Planner: J. MAGGETT

VERSION: **2.1**

**SITE PLAN**  
CARLTON TERRACE  
SPRING GARDEN ROAD, HALIFAX, NS

**KILLAM PROPERTIES INC**  
FEBRUARY 25, 2014 005261101\_V21



**WSP**

1 PROJECT: 18270  
DATE: 12-MAR-2015  
DRAWN BY: MICHAEL PEIER  
CHECKED BY: MICHAEL PEIER  
SCALE: 1:750

**WSP** MICHAEL PEIER PROJECT LEAD

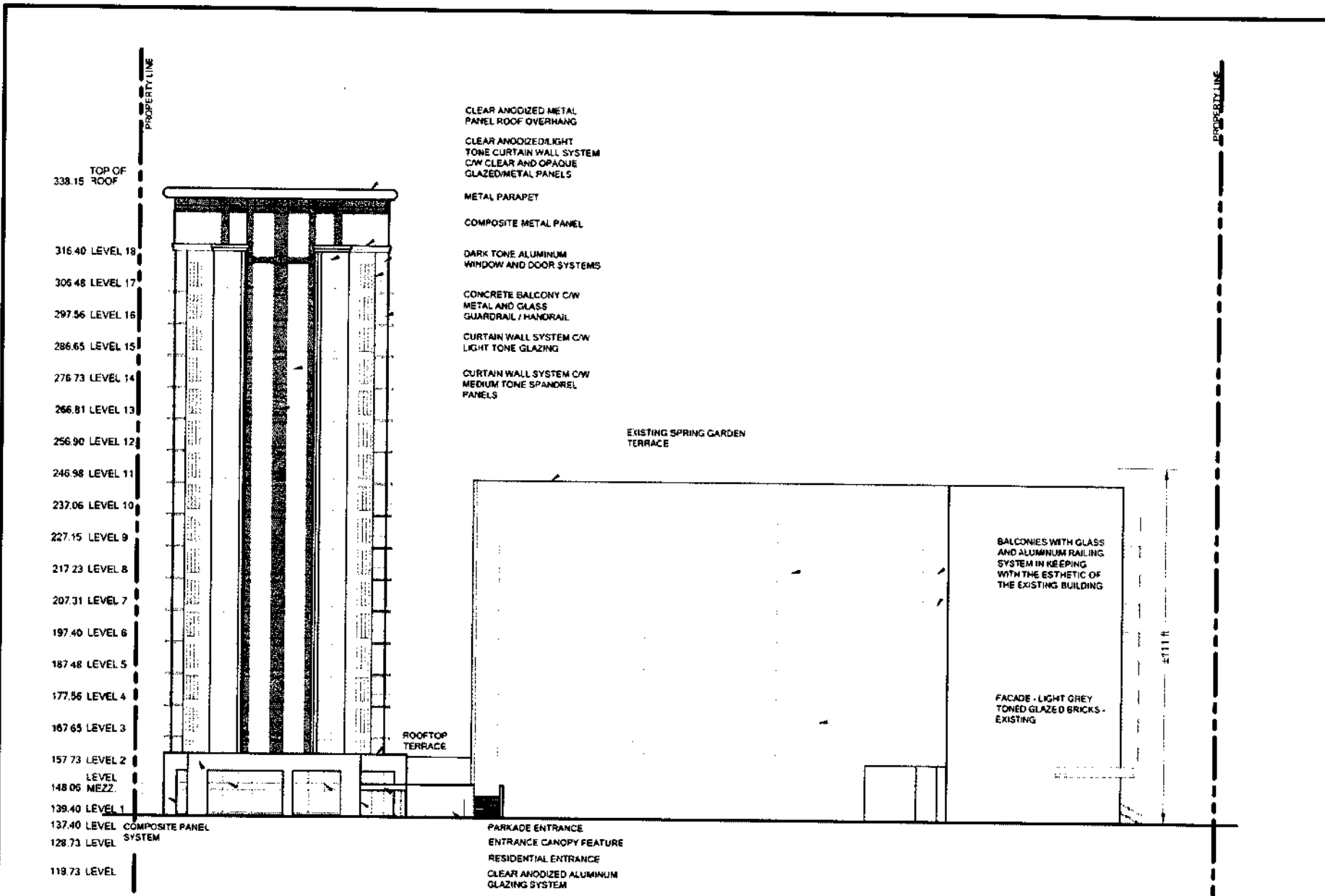
**SCHEDULE B: SITE PLAN**  
**PROPOSED RESIDENTIAL DEVELOPMENT**  
Spring Garden Road, Halifax, Nova Scotia

**WSP**

SCALE: 1:750 METRIC  
DATE: 12-MAR-2015

FILE: K:\CARTON\18270\18270\_SCH\_B\CONCEPT\DRY\_DWG\_SCH\_B.DWG





M  
N

MICHAEL  
PIER  
ARCHITECTURE

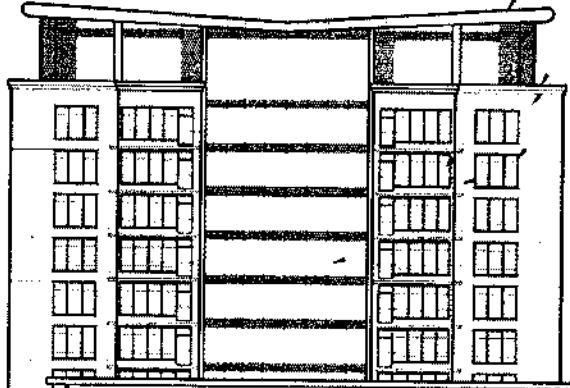
SCHEDULE C: WEST ELEVATION  
PROPOSED RESIDENTIAL DEVELOPMENT  
Spring Garden Road, Halifax, Nova Scotia

SCALE:  
N.T.S.

DATE:  
12-MAR-2015

FILE: R:\CARTMOUNT\PROJECTS\18270\CONCEPT\18270\_18270\_SCHEDULE C.dwg

- 338.15 TOP OF ROOF
- 316.40 LEVEL 18
- 306.48 LEVEL 17
- 297.56 LEVEL 16
- 286.65 LEVEL 15
- 278.73 LEVEL 14
- 266.81 LEVEL 13
- 256.90 LEVEL 12
- 246.98 LEVEL 11
- 237.06 LEVEL 10
- 227.15 LEVEL 9
- 217.23 LEVEL 8
- 207.31 LEVEL 7
- 197.40 LEVEL 6
- 187.48 LEVEL 5
- 177.56 LEVEL 4
- 167.65 LEVEL 3
- 157.73 LEVEL 2
- 148.06 LEVEL MEZZ
- 139.40 LEVEL 1
- 137.40 LEVEL
- 128.73 LEVEL
- 119.73 LEVEL



CLEAR ANODIZED METAL PANEL ROOF OVERHANG

CLEAR ANODIZED LIGHT TONE CURTAIN WALL SYSTEM CW CLEAR AND OPAQUE GLAZED/METAL PANELS

METAL PARAPET

COMPOSITE METAL PANEL

DARK TONE ALUMINUM WINDOWS AND DOOR SYSTEMS

CONCRETE BALCONY CW METAL AND GLASS GUARDRAIL / HANDRAIL CURTAIN WALL SYSTEM CW LIGHT TONE GLAZING

CURTAIN WALL SYSTEM CW MEDIUM TONE SPANDREL PANELS

EXISTING SPRING GARDEN TERRACE

EXISTING ADJACENT BUILDING

BALCONIES WITH GLASS AND ALUMINUM RAILING SYSTEM IN KEEPING WITH THE ESTHETIC OF THE EXISTING BUILDING

FACADE - LIGHT GREY TONED GLAZED BRICKS - EXISTING

ENTRANCE PREDOMINATELY GLAZING FEATURING A CANOPY



M  
Z  
M

MICHAEL  
PIPER  
ARCHITECTURE

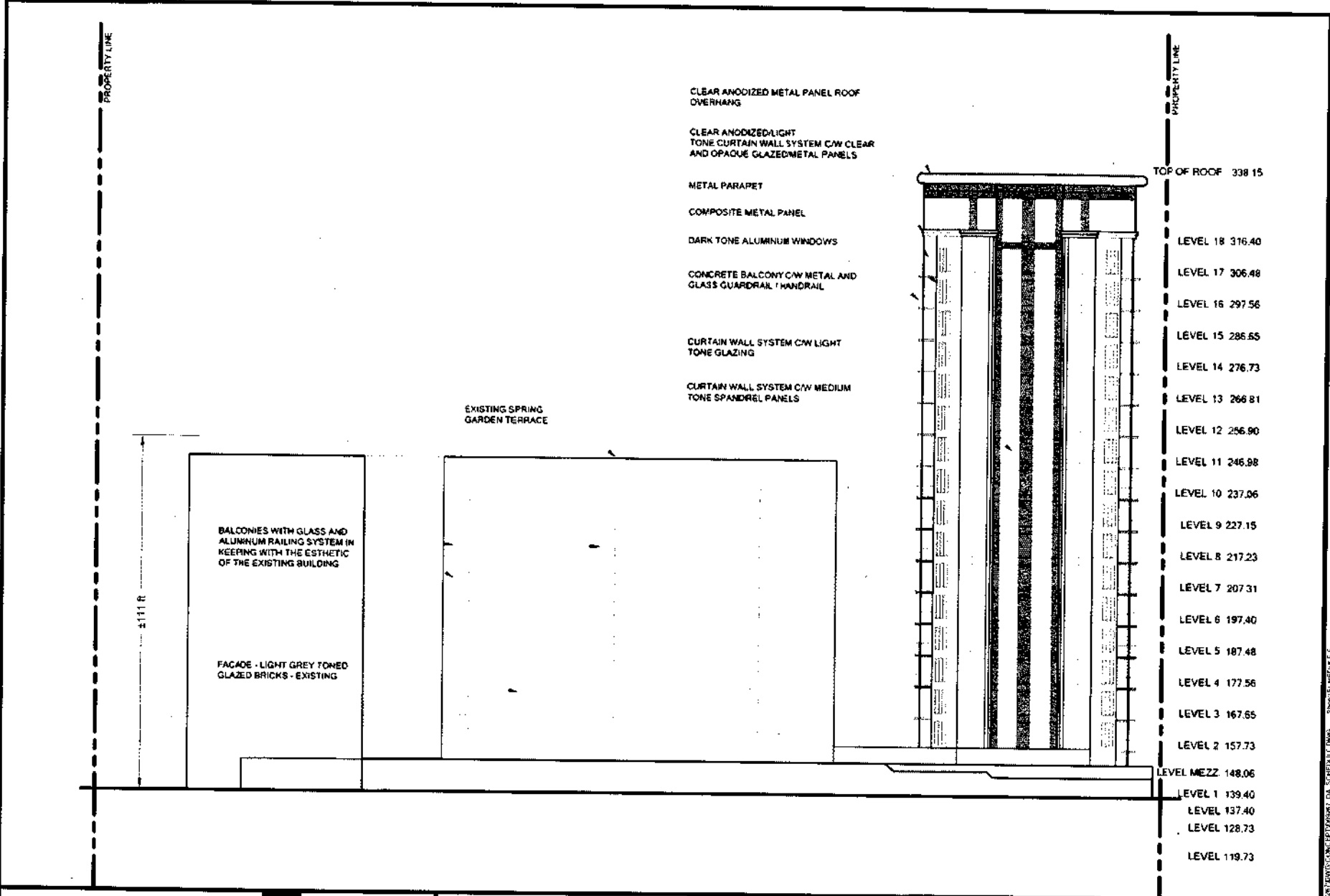
SCHEDULE D: SOUTH ELEVATION  
PROPOSED RESIDENTIAL DEVELOPMENT  
Spring Garden Road, Halifax, Nova Scotia

SCALE:  
N.T.S.

DATE:  
12-MAR-2015

FILE: N:\ARCHITECTURE\PROPOSALS\REVIEWS\CONCEPT DRAWING\CASE 18270\DWG\_SCHEDULE D.DWG SHEET: SCHEDULE D





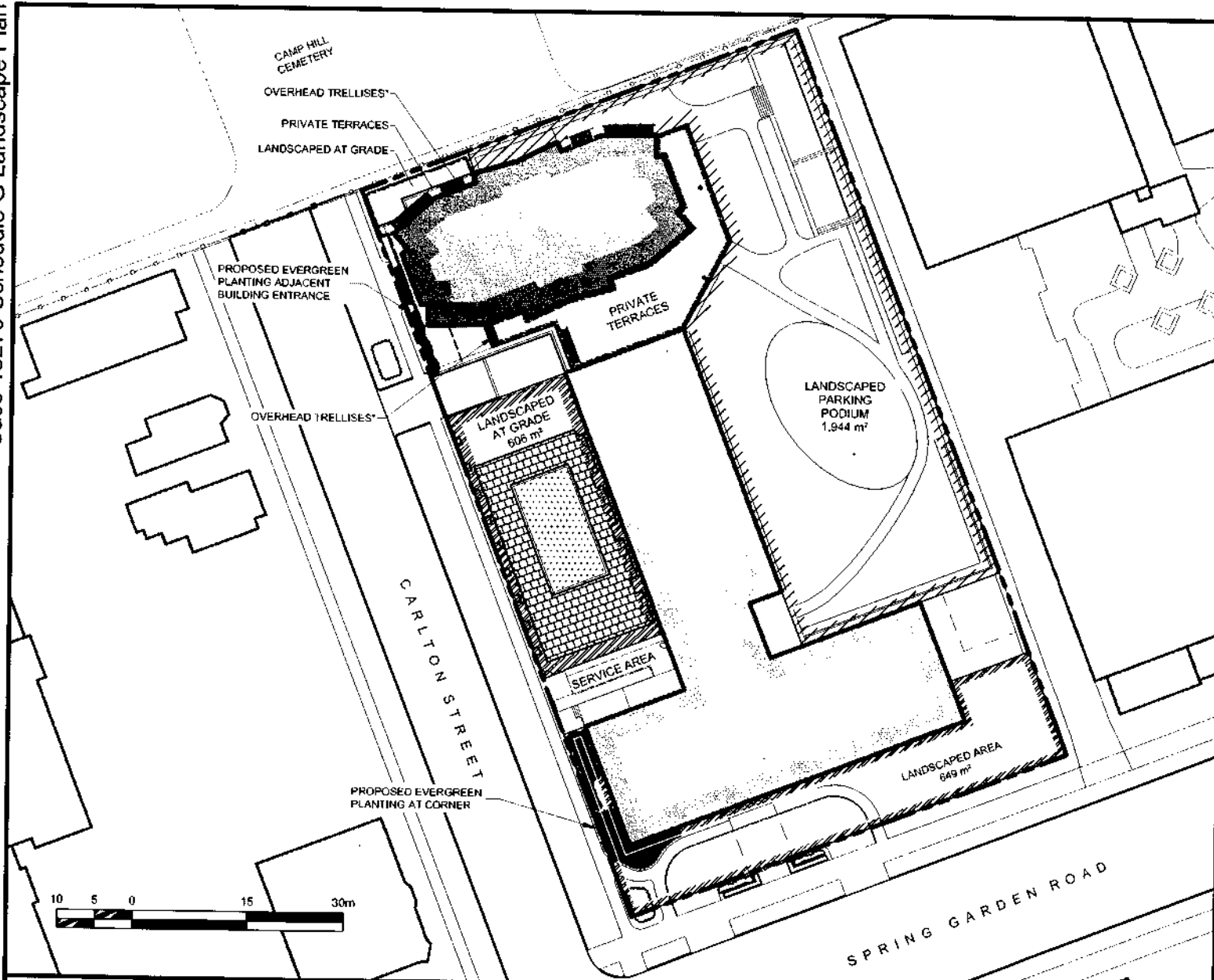
**M**  
MICHAEL  
SPIER  
ARCHITECTURE

SCHEDULE F: EAST ELEVATION  
PROPOSED RESIDENTIAL DEVELOPMENT  
Spring Garden Road, Halifax, Nova Scotia

SCALE:  
N.T.S.

DATE:  
12-MAR-2015

FILE: P:\CARTMOUTH\PROPOSALS\18270\CONCEPT\18270\_SCH F EAST ELEV.DWG 5/15/15 SCHEDULE F



**LEGEND**

- Site Boundary
- Adjacent Property Boundary

**NOTES:**

- Site subject to survey

**SOURCES:**

- Plan based on landscape plan dwg no. A-0010, dated Feb 2011, CAD file: 20130 Carlton Terrace - Siteplan.dwg

Designer: MOWEN  
Planner: J.MAGGITT

VERSION
2.2

LANDSCAPE PLAN  
CARLTON TERRACE  
SPRING GARDEN ROAD, HALIFAX, NS

**KILLAM PROPERTIES INC**

MARCH 16, 2014 D05267100\_V22



**WSP**

1 PROJECTILE LAKE 2007  
DARTMOUTH NOVA SCOTIA CANADA B3B 0Y7  
PHONE 902 755-9555 FAX 902 755-1061 WWW.WSPGROUP.COM



**WSP**

MICHAEL  
PIER  
ARCHITECTURE

**SCHEDULE G: LANDSCAPE PLAN**  
**PROPOSED RESIDENTIAL DEVELOPMENT**  
Spring Garden Road, Halifax, Nova Scotia

SCALE:  
1:750 METRIC

DATE:  
12-MAR-2015

FILE: K:\DARTMOUTH\2008\03\17\18270\18270\_SCHEDULE G\_LANDSCAPE PLAN.dwg

Attachment C: Amending Development Agreement

THIS FIRST AMENDING AGREEMENT made this 21 day of May, 2020

BETWEEN:

**KILLAM INVESTMENTS INC**

A body corporate, in the Halifax Regional Municipality 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 5885 Spring Garden Road, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Municipality entered into a development agreement to allow for two offices on the ground floor (municipal case 4205), the said development agreement was registered at the Registry of Deeds in Halifax on November 10, 1982 in Book 3624 at Pages 1095-1097 (hereinafter called the "Original Agreement"), and which does not apply to the Lands;

**AND WHEREAS** the Municipality entered into a second development agreement to allow for a dental office in an existing apartment building (municipal case 00280), the said development agreement was registered at the Registry of Deeds in Halifax on March 8, 2001 as in Book 6717 at Pages 1026-1035 (hereinafter called the "Second Development Agreement"), and which does not apply to the Lands;

**AND WHEREAS** the Municipality discharged the Original Agreement and the Second Development Agreement on May 13, 2015 (municipal case 18270), and the discharging agreement was registered at the Registry of Deeds in Halifax on November 23, 2015 as Document 108139362;

**AND WHEREAS** the Municipality approved an application to enter into a new development agreement to allow for a mixed use residential and commercial building on the Lands on May 13, 2015 pursuant to the provisions of the *Halifax Regional Municipality Charter* and Policy 8.1 of Section VI and Policy 3.11 of the Implementation Policies of the Municipal Planning Strategy for Halifax, and Section 95(1)(e) and (f) of the Land Use By-law for Halifax Peninsula (municipal case 18270), which said development agreement was registered at the Land Registration Office in Halifax on November 23, 2015 as Document Number 108139420 (hereinafter called the "Existing Agreement"), and which applies to the Lands;

**AND WHEREAS** the Developer has requested further amendments to the Existing Agreement to allow for changes to parking requirements and an extension to the completion date on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant

to Policy 8.1 of Section VI and Policy 3.11 of the Implementation Policies of the Halifax Municipal Planning Strategy, and Section 6.1.1 of the Existing Agreement;

**AND WHEREAS** the Halifax and West Community Council for the Municipality approved this request at a meeting held on January 21, 2020 referenced as Municipal Case Number 22436

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

---

1. Except where specifically varied by this First Amending Agreement, all other conditions and provisions of the Existing Agreement as amended shall remain in effect.
  - (a) The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this First Amending Agreement, and the Existing Agreement.
  - (b) Section 3.7 of the Existing Agreement shall be amended by deleting text shown in ~~strikeout~~, and inserting the text in bold as shown as follows:
    - 3.7.1 There shall be a of minimum of ~~230~~ **180** underground parking spaces.
    - ~~3.7.2 A minimum of 6 parking spaces shall be made available for the dental office visitor parking.~~
    - ~~3.7.3 A minimum of 6 parking spaces shall be made available for visitor parking for the multiple-unit building.~~
    - 3.7.2 **Parking space sizes shall be 2.4 metres wide and 5.5 metres long. comply with the requirements of the Land Use By-law for Halifax Peninsula, as amended from time to time.**
    - 3.7.3**5** The Developer shall provide 60 Class A bicycle parking spaces and 20 Class B bicycle parking spaces pursuant to the Land Use By-law for Halifax Peninsula.
    - 3.7.3**6** Access to the underground parking shall be accessed from Carlton Street as shown on Schedule B.
  - (c) Section 7.5.1 of the Existing Agreement shall be amended by deleting text shown in ~~strikeout~~, and inserting the text in bold as shown as follows:
    - 7.5.1 If the Developer fails to complete the development after 5 years from the date of registration of this **First Amending 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.

**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

**KILLAM INVESTMENTS INC**

[Redacted Signature]

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

Print Name: **Phillp D. Fraser**  
Print Position: **President & CEO**

=====

**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

=====

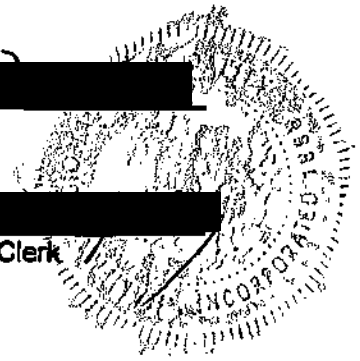
**HALIFAX REGIONAL MUNICIPALITY**

[Redacted Signature]

Mayor

[Redacted Signature]

Acting Municipal Clerk





PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

On this 5<sup>th</sup> day of March, A.D., 2020, before me, the subscriber personally came and appeared [REDACTED] a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that **KILLAM INVESTMENTS INC.**, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

[REDACTED]  
A Commissioner of the Supreme Court  
of Nova Scotia

KATHY KERR MILLER  
A Commissioner of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

On this 21<sup>st</sup> day of May, A.D., 2020, before me, the subscriber personally came and appeared [REDACTED] the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Sherryl Murphy, Acting Municipal Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

[REDACTED]  
A Commissioner of the Supreme Court  
of Nova Scotia

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

**Schedule A**

**All that certain lot, piece or parcel of land situate, lying and being on the Northern side of Spring Garden Road and the eastern side of Carleton Street, in the City of Halifax, and being Lots Nos. 30, 31 and 32, as shown on a plan of the common lots filed at the office of the City Engineer under File No. A9-324, the said lot being more particularly described as follows:**

**BEGINNING at a point formed by the intersection of the Northern side line of Spring Garden Road and the Eastern side line of Carleton Street;**

**THENCE Northerly along the said Eastern side line of Carleton Street, 330 feet, more or less, to the Southern boundary line of Camp Hill Cemetery property;**

**THENCE Easterly parallel to Spring Garden Road and along the Southern boundary line of Camp Hill Cemetery property 198 feet to the Western boundary of Lot No. 33 as shown on the above mentioned plan of the common lots;**

**THENCE Southerly along the Western boundary line of said Lot No. 33 and parallel to Carleton Street 330 feet, more or less, to the Northern side line of Spring Garden Road aforementioned;**

**THENCE Westerly along the Northern side line of Spring Garden Road 198 feet, more or less, to the place of beginning.**

**SUBJECT to a Development Agreement as filed at the Halifax Registry of Deeds in document 7442 book 6717 page 1026.**

**SUBJECT to a Development Agreement as filed at the Halifax Registry of Deeds in document 46949 book 3624 page 1095.**

**Municipally known as 5885 Spring Garden Road, City of Halifax, Halifax Regional Municipality, Nova Scotia.**

**The description for this parcel originates with a deed dated December 20, 1961 registered in the registration district of Halifax in book 1794 at page 24 and the subdivision is validated by Section 291 of the Municipal Government Act.**

Attachment D: Regional Centre LUB - List of Permitted Uses in the CEN-2 Zone  
 The subject site is zoned CEN-2 (Centre 2) under the Regional Centre Land Use By-law.

Permitted uses by CEN-2 zone:

<b>RESIDENTIAL</b>	<b>CEN-2</b>
Single-unit dwelling use	●
Semi-detached dwelling use	●
Townhouse dwelling use	●
Two-unit dwelling use	●
Three- and four- unit dwelling use	●
Multi-unit dwelling use	●
Secondary suite use or backyard suite use	●
Shared housing use	●
Large shared housing use	●
Mobile home use	
Bed and breakfast use	●
Home occupation use	●
Home office use	●
Work-live unit use	●
Grade-related unit use	●
Model suite use	●
<b>COMMERCIAL</b>	<b>CEN-2</b>
Auto repair use	
Broadcast use	●
Cannabis lounge use	●
Cannabis retail sales use	●
Crematorium use	
Cruise ship terminal use	
Daycare use	●
Dealership use	
Drinking establishment use	●
Local drinking establishment use	●
Financial institution use	●
Fitness centre use	●
Garden centre use	●
Grocery store use	●
Hotel use	●
Kennel use	
Local commercial use	●
Micro-brewery use or micro-distillery use	●
Office use	●
Pawn shop use	●
Personal service use	●
Pet daycare use	●
Quick charging station use	●
Restaurant use	●
Retail use	●
Self-storage facility use	●
Service station use	●
Service use	
Veterinary facility use	●
Workshop use	●
Any other commercial use (if not prohibited above)	●
<b>URBAN AGRICULTURE</b>	<b>CEN-2</b>

Farmers' market use	●
Heritage farm use	
Urban farm use	●
<b>INSTITUTIONAL</b>	<b>CEN-2</b>
Convention centre use	●
Cultural use	●
Emergency services use	●
Emergency shelter use	●
Hospital use	
Minor spectator venue use	●
Major spectator venue use	
Medical clinic use	●
Religious institution use	●
School use	●
University or college use	●
<b>INDUSTRIAL</b>	<b>CEN-2</b>
Cannabis production facility use	
Marine-related use	
Marine-related use existing on the coming into force date of this By-law	
Industrial training facility use	
Light manufacturing use	
Recycling depot use	●
Warehousing or storage yard use	
Wholesale use	
Wholesale food production use	●
<b>PARK AND RECREATION</b>	<b>CEN-2</b>
Cemetery use	
Club recreation use	●
Commercial recreation use	
Community recreation use	●
Conservation use	
Park Space	●
<b>WATER ACCESS</b>	<b>CEN-2</b>
Water access structure use	●
<b>MILITARY</b>	<b>CEN-2</b>
Military use	
<b>OTHER</b>	<b>CEN-2</b>
Accessory structure or use	●
Historic site or monument use	●
Parking structure use	●
Temporary construction use	●
Transportation facility use	●
Underground parking, access, and servicing for a CEN-2 use	
Utility use	●
<b>PROHIBITED IN ALL ZONES</b>	<b>CEN-2</b>
Adult entertainment use	
C&D transfer, processing, and disposal use	
Salvage use	