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Halifax, Nova Scotia  
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**Chebucto Community Council**  
**April 2, 2012**

**TO:** Chair and Members of Chebucto Community Council

**SUBMITTED BY:**   
Peter Stickings, Acting Director, Planning and Infrastructure

**DATE:** March 27, 2012

**SUBJECT:** **Case 16991 – Stage II Development Agreement – Greenpark Close,  
Halifax**

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**ORIGIN**

- Application by Clayton Developments for a Stage II Development Agreement for Block A of Clayton Park West Phase 5.

**RECOMMENDATION**

It is recommended that the Chebucto Community Council:

1. Approve, by resolution, the Stage II Development Agreement as shown in Attachment A of this report;
2. Require that the Stage II Development Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval shall be void and any obligations arising hereunder shall be at an end; and
3. Approve, by resolution, the discharge of that portion of the Existing Stage II Development Agreement that applies to Block A, as shown in Attachment B of this report, to take effect upon the registration of the new development agreement.

## **BACKGROUND**

### **Proposal:**

The application requests the approval of a Stage II development agreement for Block A of Clayton Park West Phase 5 (Map 1). The proposal includes two (2) multiple unit residential buildings, each six stories in height. Within each building, a maximum of 120 dwelling units are proposed.

### **Subject Lands:**

The subject lands are adjoining parcels located at the western end of Greenpark Close (Map 1), and are generally described as follows:

- Approximately thirteen (13) acres in total area;
- Vacant and mostly tree covered;
- Identified as Schedule K by the Land Use By-Law for Halifax Mainland (LUB) (Map 1); and
- Designated Commercial by the Halifax Municipal Planning Strategy (MPS) (Map 2).

The surrounding area is predominantly comprised of multiple unit residential buildings.

### **Policy Context:**

Clayton Park West Phase 5 lands are outlined on Map 1 of this report. These lands are designated Residential Environments and Commercial by the MPS (Map 2) and identified as Schedule K by the LUB (Map 1). The MPS and LUB require development in Schedule K areas to proceed in two stages and by development agreement, which require the approval of the Chebucto Community Council (CCC).

The first stage, which is regulated through the use of a Stage I development agreement, provides a comprehensive concept for development and includes detail related to such elements as; street layouts, types of land use, site design, maximum building height, and general building design. The second stage, which is regulated through the use of a Stage II development agreement, is guided by the Stage I development agreement and provides a greater detailed plan, tailored to address site specific development. For example, a Stage II development agreement will address the particular location, size and design of buildings, and the nature in which a site is both laid out and protected.

### **Phase 5 – General Details:**

The Stage I development agreement for Clayton Park West Phase 5, divides the phase into eight large blocks and allows for a mixed use development which includes multiple unit residential, townhouse, commercial, institutional, and park uses (Map 3). Blocks A, B, C and D are to be developed for residential, commercial or institutional uses. Block G, which is located immediately east of Block A, is to be deeded to the Municipality for park uses. Block F will remain under the ownership of Halifax Water and be used for water utility purposes. Blocks E and H will remain under the ownership of the Municipality and are not intended for development.

On February 6, 2012, the Chebucto Community Council approved amendments to the Stage I development agreement that addressed: the specific distribution of density, the maximum number of multiple units (apartment units) per development block, and clarification of the Stage II approval process. This amending Stage I development agreement is now registered at the Registry of Deeds and is in effect.

## **DISCUSSION**

Staff have reviewed the proposed Stage II development agreement and determined the agreement (Attachment A) is consistent with the Stage I development agreement and relevant MPS policies. The following issues have been identified for more detailed discussion:

### **Density:**

The Stage I development agreement allows multiple unit residential buildings on Block A to a maximum density of 450 people, and limits the number of dwelling units to 240. The proposed Stage II development agreement allows two (2) multiple unit dwellings, each containing a maximum of 120 dwellings units, and limits density to 450 people within a maximum of 240 dwelling units (Attachment A).

### **Building Design:**

The Stage I development agreement outlines design requirements for buildings on each of the blocks. Buildings are limited to a maximum height of twelve (12) storeys and the design must incorporate a variety of high quality building materials. In general terms, multiple unit buildings must incorporate design elements which help to create a distinguishable building base and top, while also accentuating building entrances and rooflines. The proposed Stage II development agreement includes a series of building elevations which are consistent with the design provisions of the Stage I development agreement. The proposed buildings must be constructed in conformance with the buildings shown on these elevations (Attachment A).

### **Site Design:**

The Stage I development agreement also addresses site design requirements, including matters related to surface parking, pedestrian access, and pedestrian-oriented lighting. The proposed Stage II development agreement requires the majority of parking to be located underground, while also requiring surface parking areas to be landscaped. The proposed Stage II development agreement also requires the installation of a private sidewalk system and pedestrian-orientated lighting (Attachment A). Attention to pedestrian oriented site design is also consistent with the MPS, which places emphasis on pedestrian circulation.

The MPS also places emphasis on the conservation of natural environmental features, including waterways and mature trees. The proposed Stage II development agreement requires a portion of the site to be retained as a tree preservation / non-disturbance area, including land surrounding a remnant wetland located on the site (Attachment A).

**Presence of acid-bearing slates:**

The subject area is known to contain sulphide bearing slates. Any disturbance to these slates during construction must be undertaken in accordance with the requirements of the Nova Scotia Department of Environment and Labour.

**Halifax Watershed Advisory Board:**

The Stage I development agreement indicates that any Stage II proposal which may impact a watercourse, will be sent to the Halifax Watershed Advisory Board (HWAB) for their review and recommendations. In this case, there are no watercourses on the subject lands. As such, comment was not sought from the HWAB.

However, as required by the Stage I development agreement, the proposed Stage II development agreement requires Erosion and Sedimentation Control and Stormwater Management plans be prepared prior to site work, which will be forwarded to the HWAB for information purposes. As noted, the proposed Stage II development agreement also requires a tree preservation / non-disturbance area, which includes land surrounding the small wetland located at the south-western corner of the subject site.

**Legal Review**

Consistent with the Chebucto Community Council's motion of October 5, 2009, the proposed Stage II development agreement has been reviewed by HRM's legal services and its content has been approved.

**Discharge Agreement**

The Stage I development agreement requires previous Stage II agreements covering Block A to be discharged prior to or at the time a new Stage II Development Agreement is entered into for Block A. As a result, a discharging agreement has been prepared to address this matter (Attachment B).

**Conclusion:**

The development of two (2) multiple unit dwellings on Block A of Clayton Park West Phase 5, as outlined in the proposed Stage II development agreement attached to this report, is consistent with the Stage I development agreement and the MPS. As such, it is recommended that the Chebucto Community Council approve the proposed Stage II development agreement.

**BUDGET IMPLICATIONS**

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

## **FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation.

## **COMMUNITY ENGAGEMENT**

As the Stage I development agreement identifies all Stage II development agreements as non-substantive matters, community engagement is not required for this application. However, information related to the application has been advertised on the Halifax Regional Municipality website. The applicant has also placed a sign on the property giving notice of the application.

## **ALTERNATIVES**

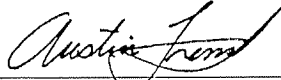
1. Council may choose to approve the proposed Stage II development agreement as set out in Attachment A of this report. This is the recommended course of action.
2. Council may choose to approve the proposed Stage II development agreement subject to modifications. This may necessitate further negotiation with the applicant.
3. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies and the Stage I development agreement. This alternative is not recommended as the proposal is consistent with the MPS and the Stage I development agreement.

## **ATTACHMENTS**

Map 1:	Location and Zoning Map
Map 2:	Generalized Future Land Use Map
Map 3:	Stage I Concept Plan
Attachment A:	Proposed Stage II Development Agreement
Attachment B:	Proposed Discharging Agreement

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Miles Agar, Planner I, Planning Services, 490-4495



Report Approved by: Austin French, Manager, Planning Services, 490 - 6717



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### Map 1 - Location and Zoning

Greenpark Close area  
Halifax

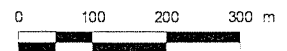
-  Extent of Clayton Park West Phase 5
-  Block A

Halifax Mainland  
Land Use By-Law Area

#### Zone

- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-4 Multiple Dwelling
- C-2 General Business
- I-2 Radio Transmitter
- I-3 General Industrial
- K Schedule K
- P Park and Institutional

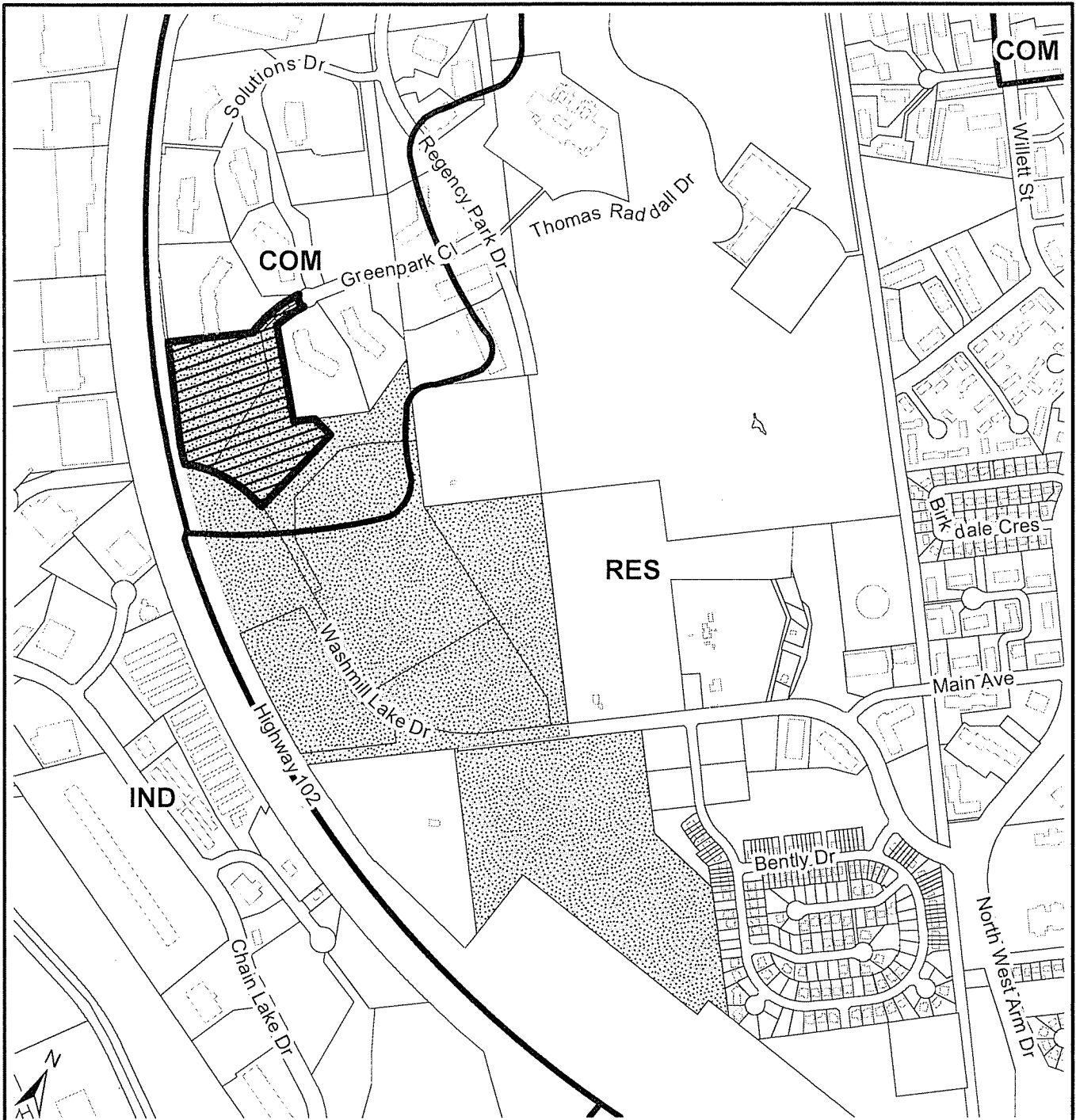
**HALIFAX**  
REGIONAL MUNICIPALITY  
DPN N VOJUE FWFMP QN FOU  
QMB00 J0H1TF5WDF1



This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland Land Use By-Law Area



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





**Map 2 - Generalized Future Land Use**

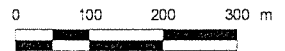
Greenpark Close area  
Halifax

-  Extent of Clayton Park West Phase 5
-  Block A

Halifax Plan Area

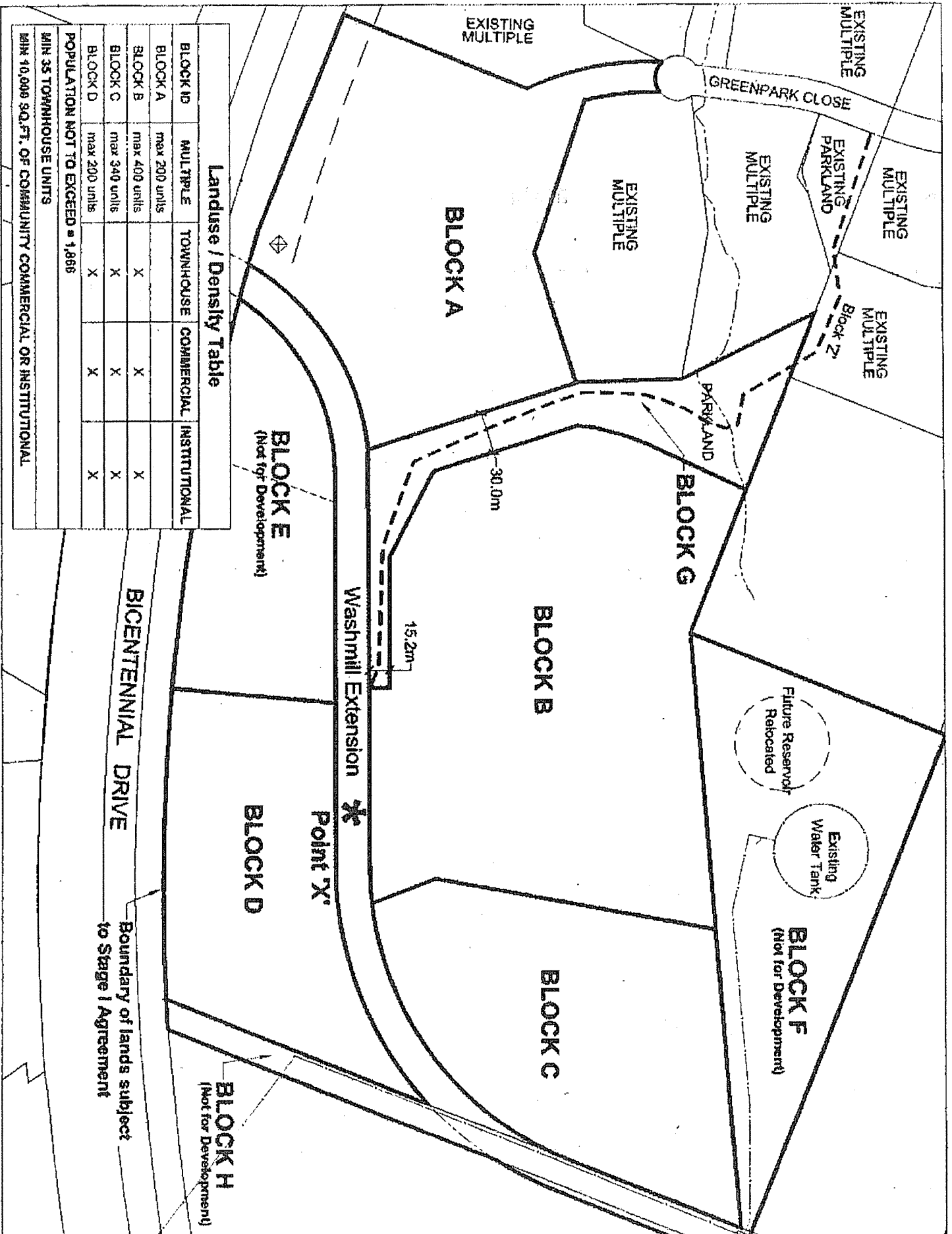
**Designation**

- RES Residential Environments
- COM Commercial
- IND Industrial



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



Landuse / Density Table

BLOCK ID	MULTIPLE	TOWNHOUSE	COMMERCIAL	INSTITUTIONAL
BLOCK A	max 200 units			
BLOCK B	max 400 units	X	X	X
BLOCK C	max 340 units	X	X	X
BLOCK D	max 200 units	X	X	X

POPULATION NOT TO EXCEED = 1,868

MIN 35 TOWNHOUSE UNITS

MIN 10,000 SQ.FT. OF COMMUNITY COMMERCIAL OR INSTITUTIONAL

BICENTENNIAL DRIVE  
Boundary of lands subject to Stage 1 Agreement

BLOCK E  
(Not for Development)

Future Reservoir Relocated

Existing Water Tank

BLOCK F  
(Not for Development)

Washmill Extension \*  
Point 'X'

BLOCK H  
(Not for Development)

BLOCK A

BLOCK B

BLOCK C

BLOCK G

EXISTING MULTIPLE

EXISTING MULTIPLE

GREENPARK CLOSE

EXISTING MULTIPLE

EXISTING PARKLAND

EXISTING MULTIPLE

Block 'Z'

PARKLAND

EXISTING MULTIPLE

30.0m

15.2m

**Attachment A:**  
**Proposed Stage II Development Agreement**

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

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**  
a body corporate, in the Province of Nova Scotia

- and -

**[Insert Name of Corporation/Business LTD.]**  
a body corporate, in the Province of Nova Scotia

(both 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 Greenpark Close, Halifax (being Block GP04A and Block GP04B), and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Chebucto Community Council for the Municipality approved a Stage I Development Agreement with Clayton Developments Limited and The Shaw Group Limited and Halifax Regional Water Commission to allow for the primary design and planning of a mixed commercial and residential development (Clayton Park West Phase 5 – which includes the Lands) on January 4, 2010 (Municipal Case No. 01304), which said Development Agreement was registered at the Halifax County Land Registration Office as Document No. 95611076 (hereinafter called the "Stage I Agreement");

AND WHEREAS the Chebucto Community Council for the Municipality amended the Stage I Agreement to address density distribution, the maximum number of multiple units per development block, and the clarification of the Stage II approval process on February 6, 2012 (Municipal Case No. 17123), which said Amending Development Agreement was registered at the Halifax County Land Registration Office as Document No. **[Insert – No.]** (hereinafter called the "First Amending Stage I Agreement");

AND WHEREAS the Developer has requested that the Municipality enter into a Stage II Development Agreement to allow for the development of two (2) multiple unit dwellings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 3.3 of the Halifax Municipal Planning Strategy and Section 68 of the Land Use By-law for Halifax Mainland and pursuant to the Stage I Agreement and First Amending Stage I Agreement;

AND WHEREAS the Chebucto Community Council for the Municipality approved this request at a meeting held on [Insert – Date], referenced as Municipal Case Number 16991.

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 Mainland 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 Subdivision By-law, if not defined in these documents their customary meaning shall apply.

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

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

- (a) **“Common Shared Private Driveway”** means a driveway that is not a public street and has not been accepted nor is maintained by the Municipality or the Province.
- (b) **“Common Shared Private Walkway System”** means an integrated walkway system that is not a public sidewalk and has not been accepted nor is maintained by the Municipality or the Province.
- (c) **“Indoor Amenity Space”** means common amenity areas located within a multiple unit dwelling, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.

## **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 16991:

- Schedule A    Legal Description of the Lands
- Schedule B    Site Plan
- Schedule C    Preliminary Landscape Plan

Schedule D	Lighting Plan
Schedule E	Elevations - Front
Schedule F	Elevations - Sides
Schedule G	Elevations - Rear

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

3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide the four (4) copies of the following to the Development Officer:

- (a) A detailed Site Disturbance plan prepared by a Professional Engineer in accordance with Section 5.1.1 (a) and Section 3.4.2 of this Agreement;
- (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (b) and Section 3.4.2 of this Agreement; and
- (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (c) and Section 3.4.2 of this Agreement.

3.2.2 Site work on the Lands shall not commence unless the Development Officer has issued a letter confirming the plans required pursuant to Section 3.2.1 of this Agreement have been submitted and are in conformance with Section 3.4.2 of this Agreement.

3.2.3 Prior to the issuance of a Construction Permit for each of the multiple unit dwellings, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.7 of this Agreement and acceptable to the Development Officer.

3.2.4 Prior to the issuance of the first Occupancy Permit for each of the multiple unit dwellings, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Certification from a Landscape Architect in accordance with Section 3.7 of this Agreement indicating that the Developer has complied with landscaping required pursuant to this Agreement, or Security in accordance with Subsection 3.7.4; and
- (b) Certification from a Professional Engineer indicating that the Developer has complied with Subsection 3.5.2 of this Agreement for the Common Shared Private Driveway.

3.2.5 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy

Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

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

3.3.1 The uses of the Lands permitted by this Agreement are the following:

- (a) Two (2) multiple unit dwellings; and
- (b) Accessory Uses and Buildings

3.3.2 Each multiple unit dwelling shall not exceed 120 dwelling units.

3.3.3 Development of the Lands shall not exceed 240 dwelling units.

3.3.4 Development of the Lands shall not exceed a population density of 450 people. Density shall be calculated in accordance with the Stage I Agreement as amended.

3.3.5 A maximum of two (2) accessory buildings shall be permitted on the Lands, subject to the following:

- (a) Accessory buildings shall not exceed fifteen (15) feet in height;
- (b) Accessory buildings shall not exceed 400 square feet (footprint) in size;
- (c) Accessory buildings shall be located a minimum of ten (10) feet from any property line; and
- (d) Accessory buildings shall not be located within the Non-Disturbance Area / Tree Preservation Area shown on Schedule C of this Agreement.

### **3.4 Siting and Architectural Requirements**

3.4.1 The location, size, and design of the multiple unit dwellings shall be in conformance with Schedules B through G of this Agreement.

3.4.2 No development or disturbance of any kind shall be permitted within the Non-Disturbance Area / Tree Preservation Area as shown on Schedule C of this Agreement.

### **3.5 Access, Circulation and Parking (Vehicle and Bicycle)**

3.5.1 Access to the multiple unit dwellings shall be provided by a Common Shared Private Driveway as shown on Schedules B and C of this Agreement.



- 3.5.2 The Common Shared Private Driveway shall comply with the requirements of the National Building Code of Canada.
- 3.5.3 The Common Shared Private Driveway shall have a hard finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer.
- 3.5.4 Pedestrian access to the multiple unit dwellings shall be provided by a Common Shared Private Walkway System as shown on Schedules B and C of this Agreement.
- 3.5.5 The Common Shared Private Walkway System shall be a minimum of five (5) feet wide and constructed of concrete as shown on Schedules B and C of this Agreement.
- 3.5.6 Where the Common Shared Private Walkway System crosses the Common Shared Private Driveway, a change in colour, texture, or material shall be provided to clearly identify a pedestrian crossing.
- 3.5.7 Vehicle surface parking areas shall be provided as shown on Schedule B of this Agreement.
- 3.5.8 Vehicle surface parking areas shall have a hard finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer.
- 3.5.9 The limits of the Common Shared Private Driveway and the vehicle surface parking areas shall be defined by concrete curb as shown on Schedule B of this Agreement.
- 3.5.10 Each multiple unit dwelling shall provide a minimum of 120 underground vehicle parking spaces.
- 3.5.11 Bicycle parking for each multiple unit dwelling shall be provided as required by the Halifax Mainland Land Use By-law, as amended from time to time.

### **3.6 Outdoor Lighting**

- 3.6.1 The Common Shared Private Driveway, Common Shared Private Walkway System, pedestrian walkways, parking areas and landscaped areas shall be illuminated as shown on Schedule D of this Agreement.
- 3.6.2 Lighting required pursuant to Section 3.6.1 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.

- 3.6.3 Any additional lighting shall be directed to driveways, pedestrian walkways, parking areas, loading areas, and building entrances and shall be arranged so as to divert the light away from streets and adjacent lots and buildings.

### **3.7 Landscaping and Amenity Space**

- 3.7.1 Prior to the issuance of a Construction Permit for each of the multiple unit dwellings, the Developer shall provide a Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule C of this Agreement. 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.
- 3.7.2 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.
- 3.7.3 Prior to issuance of any Occupancy Permit for each of the multiple unit dwellings, 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.
- 3.7.4 Notwithstanding Section 3.7.3, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.
- 3.7.5 Each multiple unit dwelling shall include a minimum of 2,000 square feet of indoor amenity space designated for the residents of each dwelling. All indoor amenity space shall be shown on the building drawings prior to the issuance of a Construction Permit.

### **3.8 Signs**

- 3.8.1 Signage shall be limited to the following:

- (a) A maximum of one (1) ground sign shall be permitted on the Lands for the purposes of identifying the residential development;
- (b) The ground sign shall not exceed six (6) feet in height above established grade;
- (c) The ground sign shall be setback a minimum of five (5) feet from any abutting property;
- (d) The ground sign shall not exceed a sign face width of ten (10) feet;
- (e) The ground sign shall not be internally illuminated or backlit;
- (f) Ornamental plants shall be incorporated around the entire base of the ground sign;
- (g) Directional signage shall be permitted on the Lands, subject to clauses (b) through (f) of this Section; and
- (h) 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.

### **3.9 Maintenance**

- 3.9.1 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.
- 3.9.2 All disturbed areas shall be reinstated to original condition or better.

### **3.10 Temporary Construction Building**

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

### **3.11 Screening**

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

3.11.2 Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from the Common Shared Private Driveway, Greenpark Close, Washmill Lake Drive, and Municipal Parkland. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.11.3 Mechanical equipment shall be permitted on the roof of each multiple unit dwelling provided the equipment is incorporated into the architectural treatments and roof structure as shown on Schedules E through G.

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

### **4.1 General Provisions**

All design and construction of primary and secondary service systems shall satisfy HRM's Municipal Design Guidelines and the latest edition of Halifax Water's Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

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

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

### **4.3 Solid Waste Facilities**

Each multiple unit dwelling shall include designated space for a minimum of five stream (garbage, recycling, paper, cardboard and organics) source separation services. This designated space for source separation services shall be located within each multiple unit dwelling and be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

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

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

5.1.1 Prior to the commencement of any site work on the Lands, 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 four (4) copies of 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 four (4) copies of 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 and Nova Scotia Department of Transportation and Infrastructure Renewal four (4) copies of a detailed Site Grading and Stormwater Management Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate Stormwater Management System. The Site Grading and Stormwater Management 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.

5.1.2 In accordance with the Existing Stage I Agreement as amended, plans required pursuant to clauses 5.1.1 (b) and 5.1.1 (c) of this Agreement shall be forwarded to the Halifax Watershed Advisory Board for information purposes.

## **5.2 Stormwater Management System**

5.2.1 The Developer agrees to construct at its own expense the Stormwater Management System pursuant to Subsection 5.1.1(c). The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.

5.2.2 The Developer agrees, at its own expense, to maintain in good order all stormwater facilities on the Lands.

## **5.3 Failure to Conform to Plans**

5.3.1 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.

#### **5.4 Presence of acid-bearing slates**

- 5.4.1 Where the development of the Lands, including parkland involves the disturbance of potentially sulphide bearing material (Halifax Slates), Nova Scotia Environment will require an initial screening of the bedrock on the site to be performed in accordance with the sulphite bearing material disposal regulations.

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

#### **6.1 Registration**

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

#### **6.2 Subsequent Owners**

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

#### **6.3 Commencement of Development**

- 6.3.1 In the event that development on the Lands has not commenced within three (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.
- 6.3.2 For the purpose of this Section, commencement of development shall mean the installation of the footings and foundation for either of the multiple unit dwellings.
- 6.3.3 For the purpose of this Section, Council may consider granting an extension of the commencement of development time period if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

#### **6.4 Completion of Development**

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

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

6.4.2 For the purposes of this Section, completion of development shall mean the construction of both multiple unit dwellings and issuance of the final Occupancy Permit.

6.4.3 If the Developer fails to complete the development after five (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 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **7.1 Enforcement**

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

### **7.2 Failure to Comply**

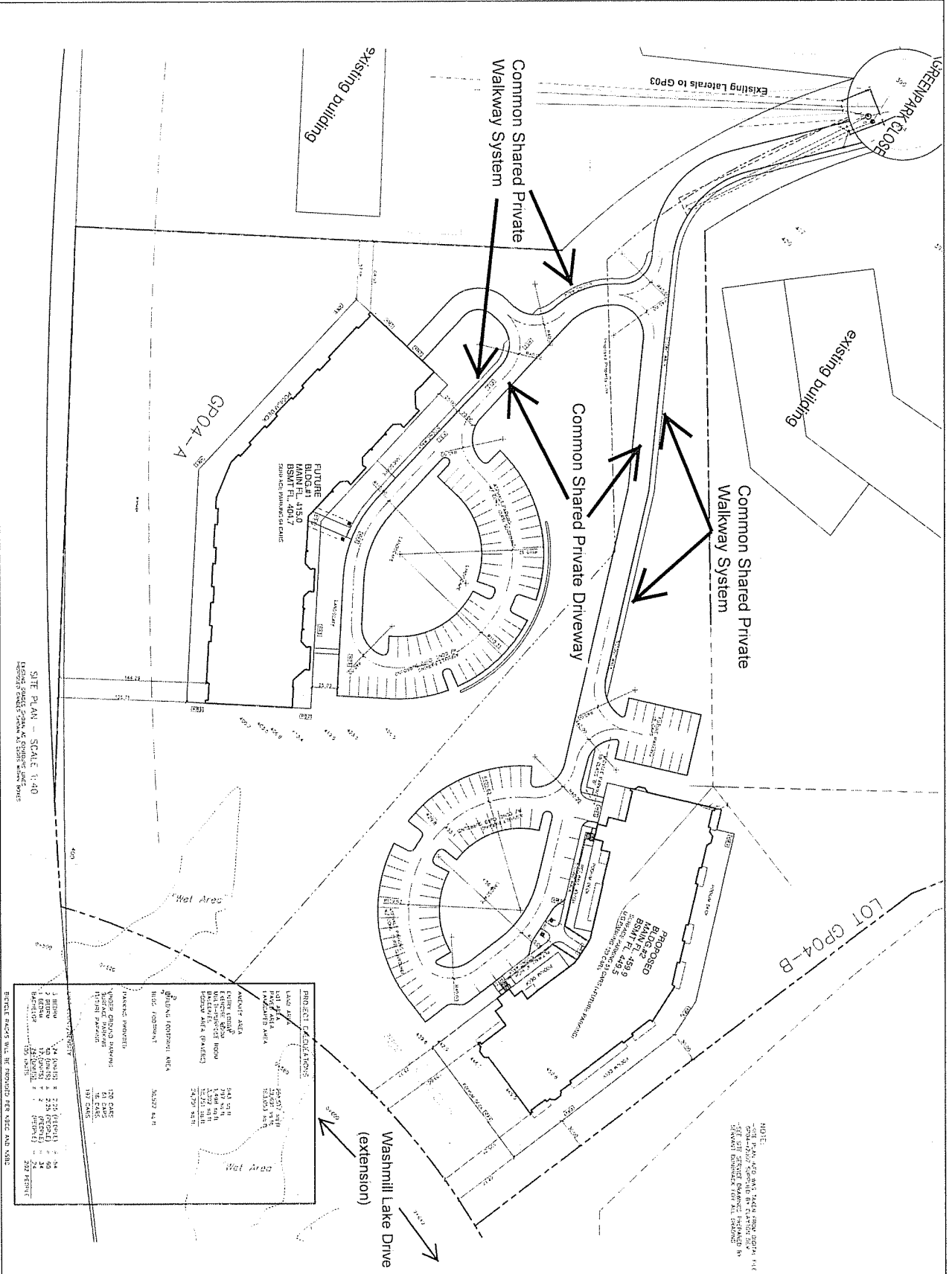
If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer fourteen (14) days written notice of the failure or default, then in each such case:

- (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.





SITE PLAN - SCALE 1:40  
 LEGEND: SEE SCHEDULE A, EXHIBIT 2 AND 3

PROJECT CALCULATIONS

Lot Area	1,000,000
Proposed Area	1,000,000
Remaining Area	0
Lot Area	1,000,000
Proposed Area	1,000,000
Remaining Area	0
Lot Area	1,000,000
Proposed Area	1,000,000
Remaining Area	0

PROPOSED BUILDINGS

NO.	DESCRIPTION	AREA	STATUS
1	Future Bldg #1 Main Fl. 1950	1,000,000	Proposed
2	Proposed Bldg #2 Main Fl. 1998	1,000,000	Proposed



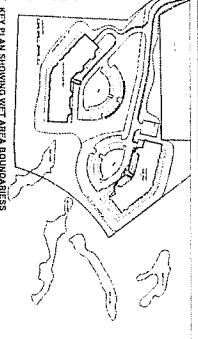
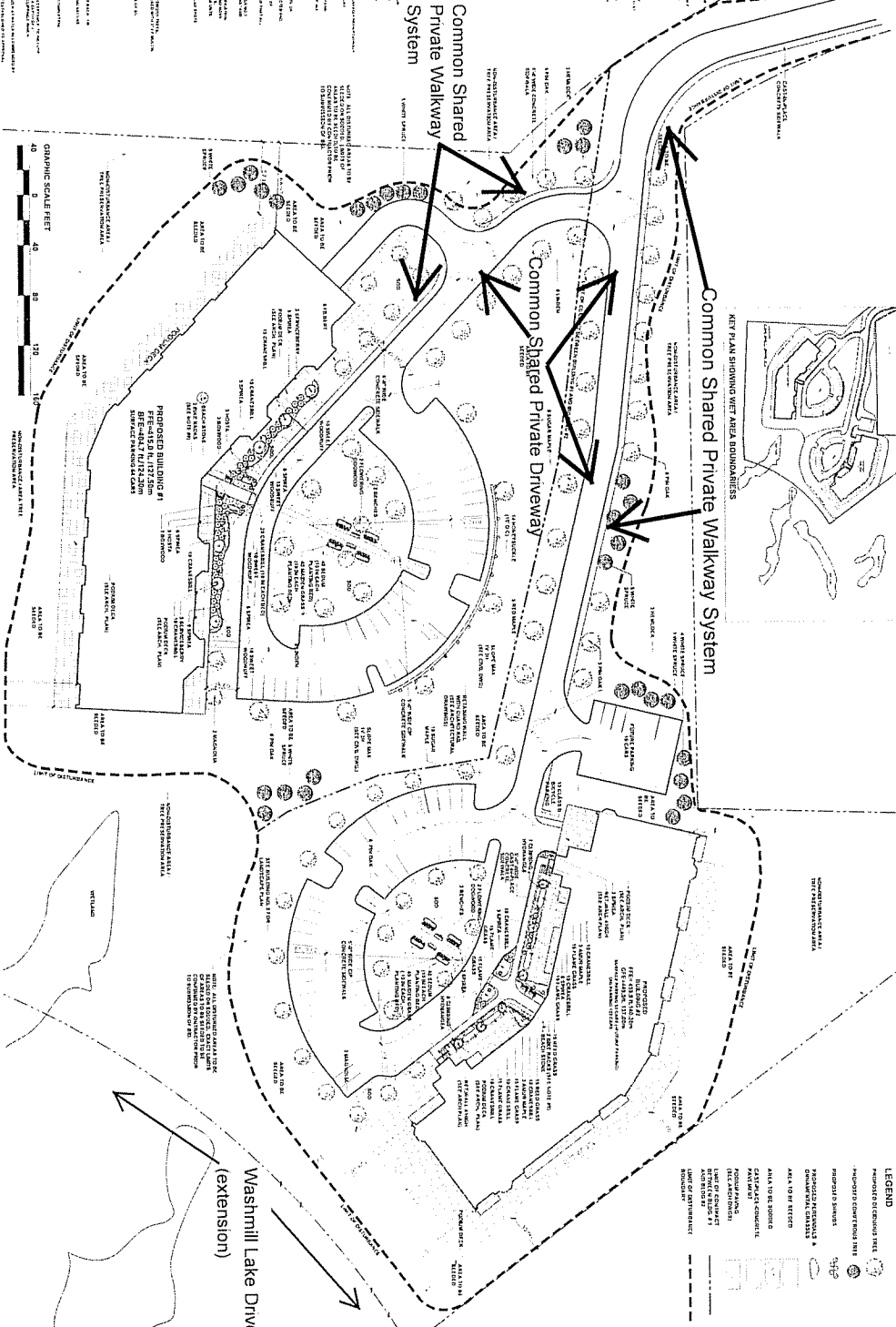
Paul Johnson Associates Ltd.  
 ARCHITECTS  
 1000 WEST 10TH AVENUE  
 SUITE 200  
 VANCOUVER, BC V6H 2G6  
 TEL: 604-275-4441  
 FAX: 604-275-4442

- NOTE:
1. THE INFORMATION IS ASSUMED TO BE TRUE AND ACCURATE.
  2. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE.
  3. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE.
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  10. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE.

Case 16991: Schedule B - Site Plan

**LANDSCAPE SITE CONDITIONS**

1. THE SITE IS A GRASSY AREA WITH A FEW TREES AND A WALKWAY SYSTEM. THE WALKWAY SYSTEM IS A COMMON SHARED PRIVATE WALKWAY SYSTEM. THE WALKWAY SYSTEM IS A COMMON SHARED PRIVATE WALKWAY SYSTEM. THE WALKWAY SYSTEM IS A COMMON SHARED PRIVATE WALKWAY SYSTEM.



**1. FERTILIZER PLANNING**

**2. SHRUB PLANNING**

**3. CONCRETE TREE PLANNING**

**4. DECIDUOUS TREE PLANNING**

**5. CASI-IN-PLACE CONCRETE PLANNING**

**6. BENCHING PLACEMENT**

**7. PLANT LIST BUILDING 1**

**8. PLANT LIST BUILDING 2**

**PLANT LIST BUILDING 1**

NO.	PLANT NAME	COMMON NAME	PLANT TYPE	PLANT SIZE	PLANT COLOR	PLANT CHARACTERISTICS
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**PLANT LIST BUILDING 2**

NO.	PLANT NAME	COMMON NAME	PLANT TYPE	PLANT SIZE	PLANT COLOR	PLANT CHARACTERISTICS
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Case 16991: Schedule C - Preliminary Landscape Plan

**PRELIMINARY**

Paul S. Smith Associates, Ltd.  
LANDSCAPE ARCHITECTS

Geoffrey Barville  
LANDSCAPE ARCHITECTS

DATE: 10/14/2014

**Balbo Engineering Services Ltd.**  
 11 Soper, Antist  
 4624-21 Street  
 Halifax, NS B3K 2E1  
 Phone: 902-441-1138 Fax: 902-441-0712  
 E-mail: info@balbo.com

**PAUL SIKEMBY ASSOCIATES**  
 5511 Longbridge Road  
 Halifax, NS B3K 4B9  
 Phone: 902-455-4381  
 Fax: 902-455-6778  
 Email: paul@psa.ns.ca

**NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.



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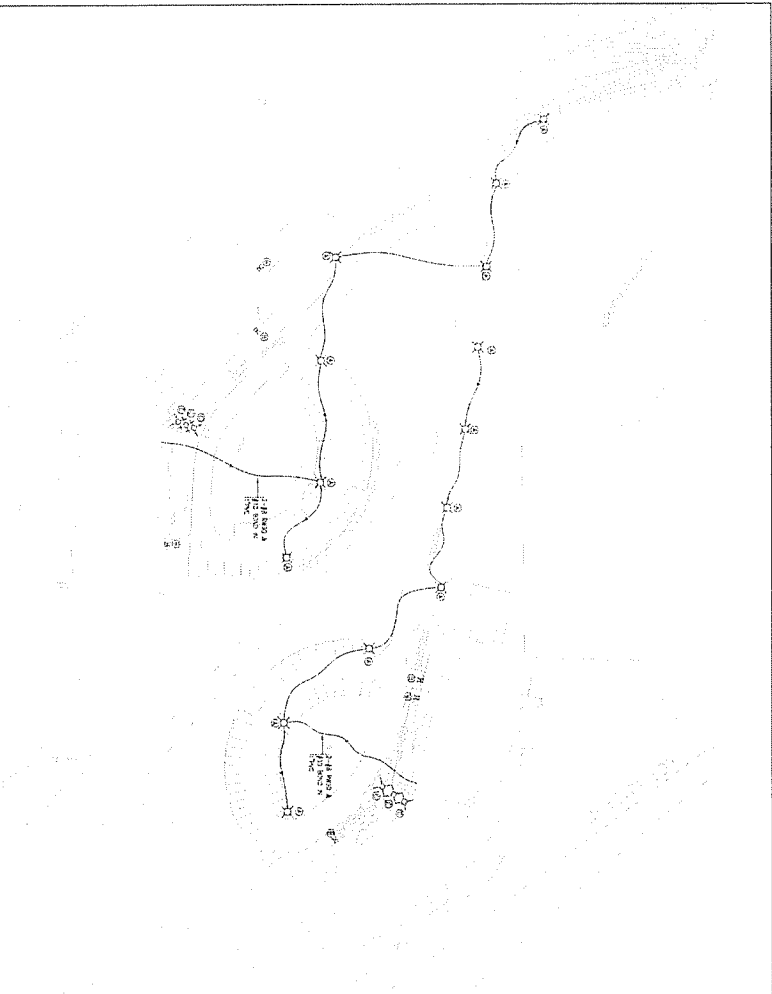
**PROPOSED BUILDING LOT GP04 GREEN PARK CLOSE, HALIFAX, NS for KANELLAKOS**

**SITE & BUILDING LIGHTING PLAN**  
 AS NOTED  
 03 JAN 2012  
 NSB  
 NSB  
 E1-1

**COOPER LIGHTING - LUMARK**

**COOPER LIGHTING - LUMARK**

**SITE PLAN**  
 SCALE 1" = 100'



**COOPER LIGHTING - LUMARK**

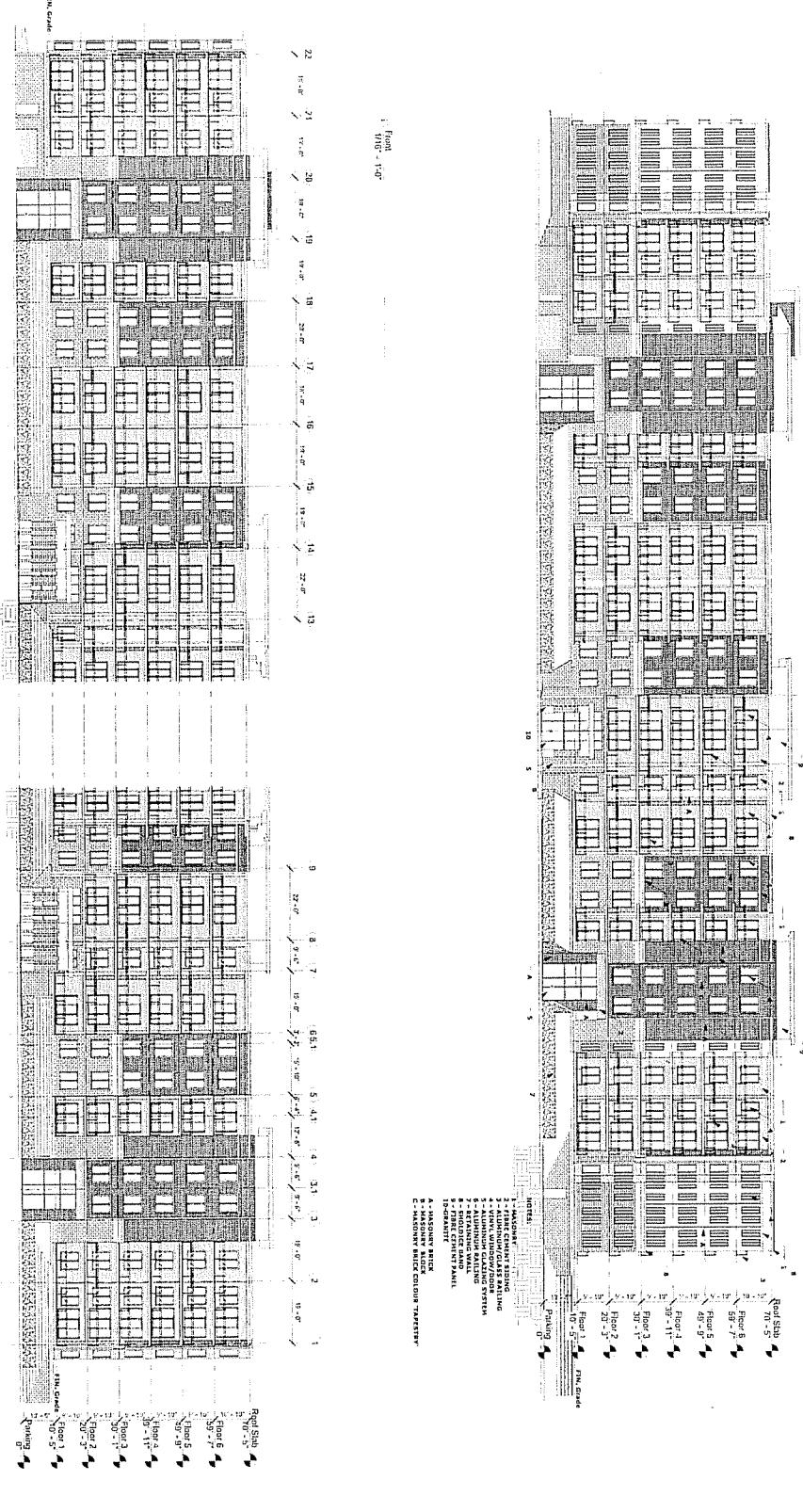
**COOPER LIGHTING - LUMARK**

**NOTES**

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.
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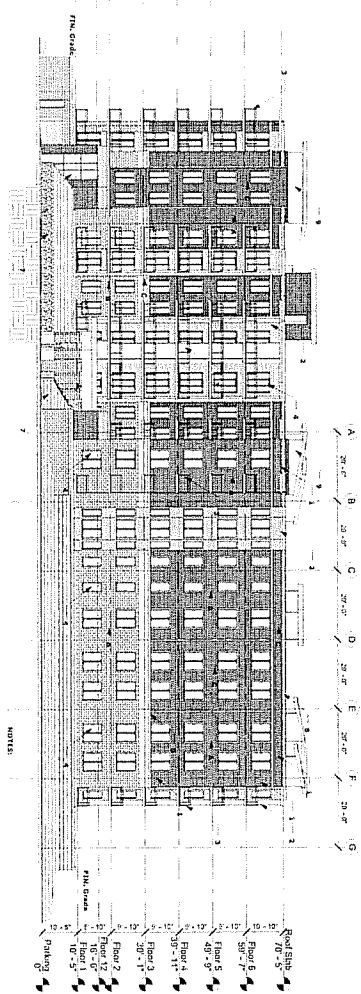
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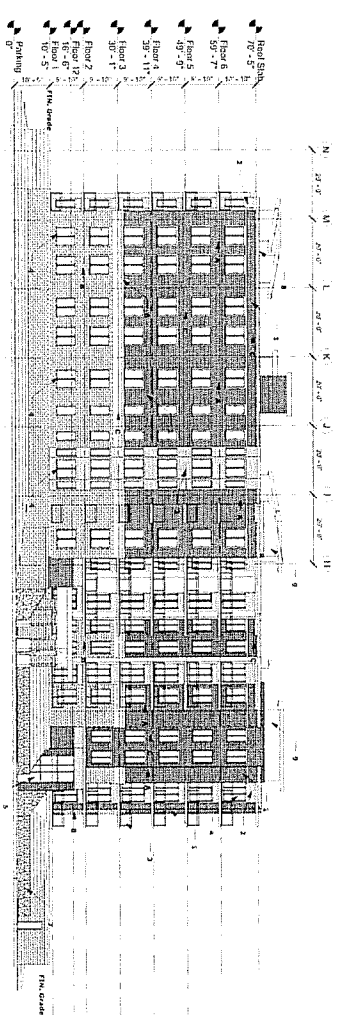
**PROPOSED**  
 BUILDING LOT GP04  
 GREEN PARK  
 CLOSE, HALIFAX, NS  
 FOR KANELLAKOS

**Elevations Front**

Date: 1/18/11  
 Project: 1000 UNIVERSITY AVENUE  
 Client: PSA  
 Designer: PS  
 A4



- NOTES
- 1 - MASONRY
  - 2 - FLOOR CONCRETE SLAB
  - 3 - FLOOR CONCRETE BEAM
  - 4 - FLOOR CONCRETE COLUMN
  - 5 - FLOOR CONCRETE WALL
  - 6 - FLOOR CONCRETE CHASE
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  - 9 - FLOOR CONCRETE CHASE
  - 10 - FLOOR CONCRETE CHASE
  - 11 - FLOOR CONCRETE CHASE



**Paul Skerry Associates Ltd.**  
ARCHITECTS  
1000 UNIVERSITY AVENUE  
TORONTO, ON M5G 1S2  
Canada  
tel: 416-593-9900  
fax: 416-593-9901  
email: paul@paskerry.ca

**PAUL SKERRY ASSOCIATES**  
5511 Cummer Drive  
Toronto, Ontario M3J 2R9  
Tel: 416-491-3811  
Fax: 416-491-3812  
email: paul@paskerry.ca

**NOTES:**

1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF TORONTO.
2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF TORONTO.
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11. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF TORONTO.

Case 16991: Schedule F - Elevations - Sides

No.	Description	Date
01	Initial Design	10/11/11
02	Final Design	10/11/11
03	Final Design	10/11/11
04	Final Design	10/11/11
05	Final Design	10/11/11
06	Final Design	10/11/11
07	Final Design	10/11/11
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98	Final Design	10/11/11
99	Final Design	10/11/11
100	Final Design	10/11/11

**PROPOSED**  
**BUILDING LOT GP04**  
**GREEN PARK**  
**CLOSE, HALIFAX, NS**  
**for KANELLAKOS**

**Elevations Ends**

Scale: 1/16" = 1'-0"  
Date: June 2011  
Project: 16991  
Sheet: A4.2  
Total: 38/38

**A4.2**

38/38

**NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES BEFORE PROCEEDING.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES BEFORE PROCEEDING.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES BEFORE PROCEEDING.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES BEFORE PROCEEDING.

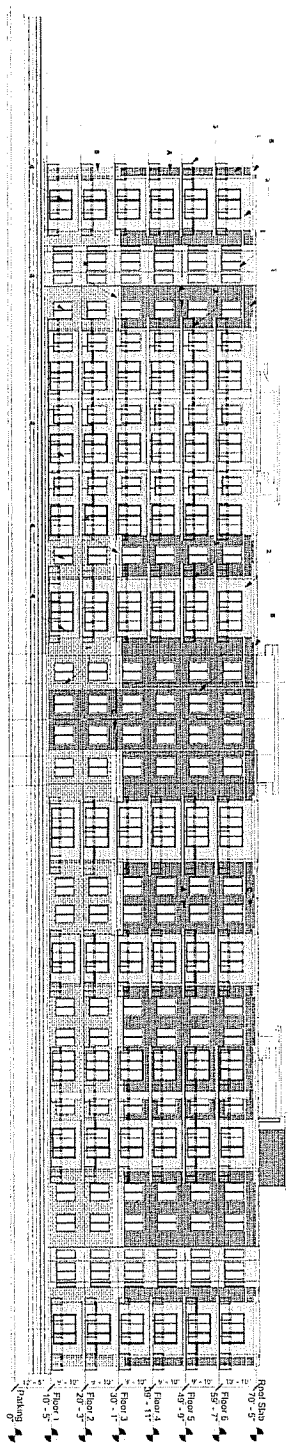


No.	Description	Date
01	Issued as per sheet comments	10/17/11

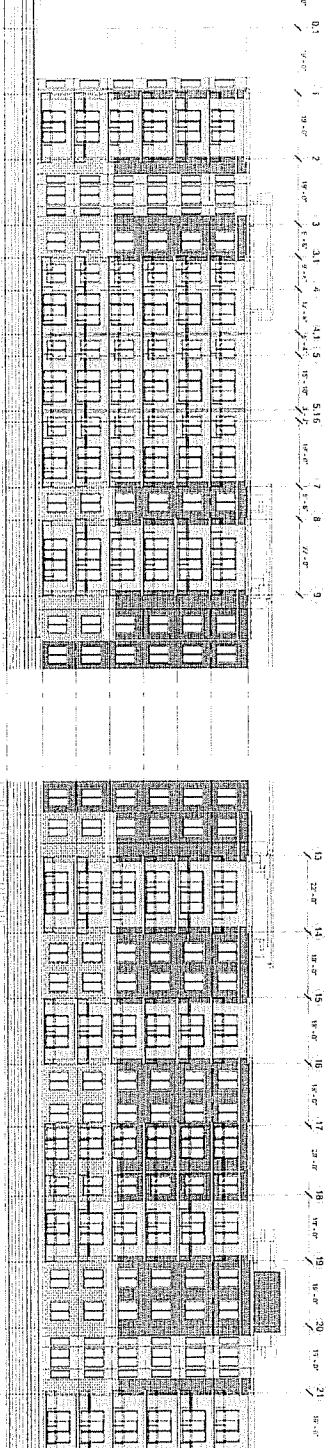
**PROPOSED BUILDING LOT GP04 GREEN PARK CLOSE, HALIFAX, NS for KANELLAKOS**

**Elevations Rear**

Scale: 1/16" = 1'-0"  
 Date: June 2011  
 Designer: PS  
 Project No: A4.1



Rear - A  
 1/16" = 1'-0"



Rear - B  
 1/16" = 1'-0"

Rear - C  
 1/16" = 1'-0"

- NOTES:**
1. MATERIALS
  2. FINISHES
  3. WINDOW/DOOR SIZES
  4. WINDOW/DOOR SIZES
  5. WINDOW/DOOR SIZES
  6. WINDOW/DOOR SIZES
  7. WINDOW/DOOR SIZES
  8. WINDOW/DOOR SIZES
  9. WINDOW/DOOR SIZES
  10. WINDOW/DOOR SIZES

WITNESS that this Stage II Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SIGNED, SEALED AND DELIVERED**

in the presence of:

\_\_\_\_\_

**(Insert Registered Owner Name)**

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

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

**SIGNED, SEALED AND DELIVERED**

in the presence of:

\_\_\_\_\_

**(Insert Registered Owner Name)**

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

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

=====

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**SEALED, 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**

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

Mayor

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

Municipal Clerk

**Attachment B:**  
**Proposed Discharging Agreement**

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

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**  
a body corporate, in the Province of Nova Scotia

- and -

**[Insert Name of Corporation/Business LTD.]**  
a body corporate, in the Province of Nova Scotia

(both 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 Greenpark Close, Halifax (being Block GP04A and Block GP04B), and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Chebucto Community Council for the Municipality approved a Stage II Development Agreement allowing for the construction of multiple unit residential buildings at Solutions Drive and Greenpark Close on March 4, 2002 (Municipal Case No. 00424), which said Development Agreement was filed in the Registry of Deeds as Document Number 13807 in Book 7010, at Pages 1092-1109 (hereinafter called the "Existing Stage II Agreement");

AND WHEREAS the Existing Stage II Agreement applies to the portion of the Lands shown on Schedule B;

AND WHEREAS the Developer has requested that the Existing Stage II Agreement be discharged from the Lands;

AND WHEREAS, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the Chebucto Community Council of the Municipality approved this request by resolution at a meeting held on [INSERT - date], referenced as Municipal Case



Number 16991;

WITNESS that it is agreed that the Lands are hereby discharged from the Existing Stage II Agreement.

WITNESS that this Discharging Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**(Insert Registered Owner Name)**

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

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

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

**(Insert Registered Owner Name)**

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

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

=====

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

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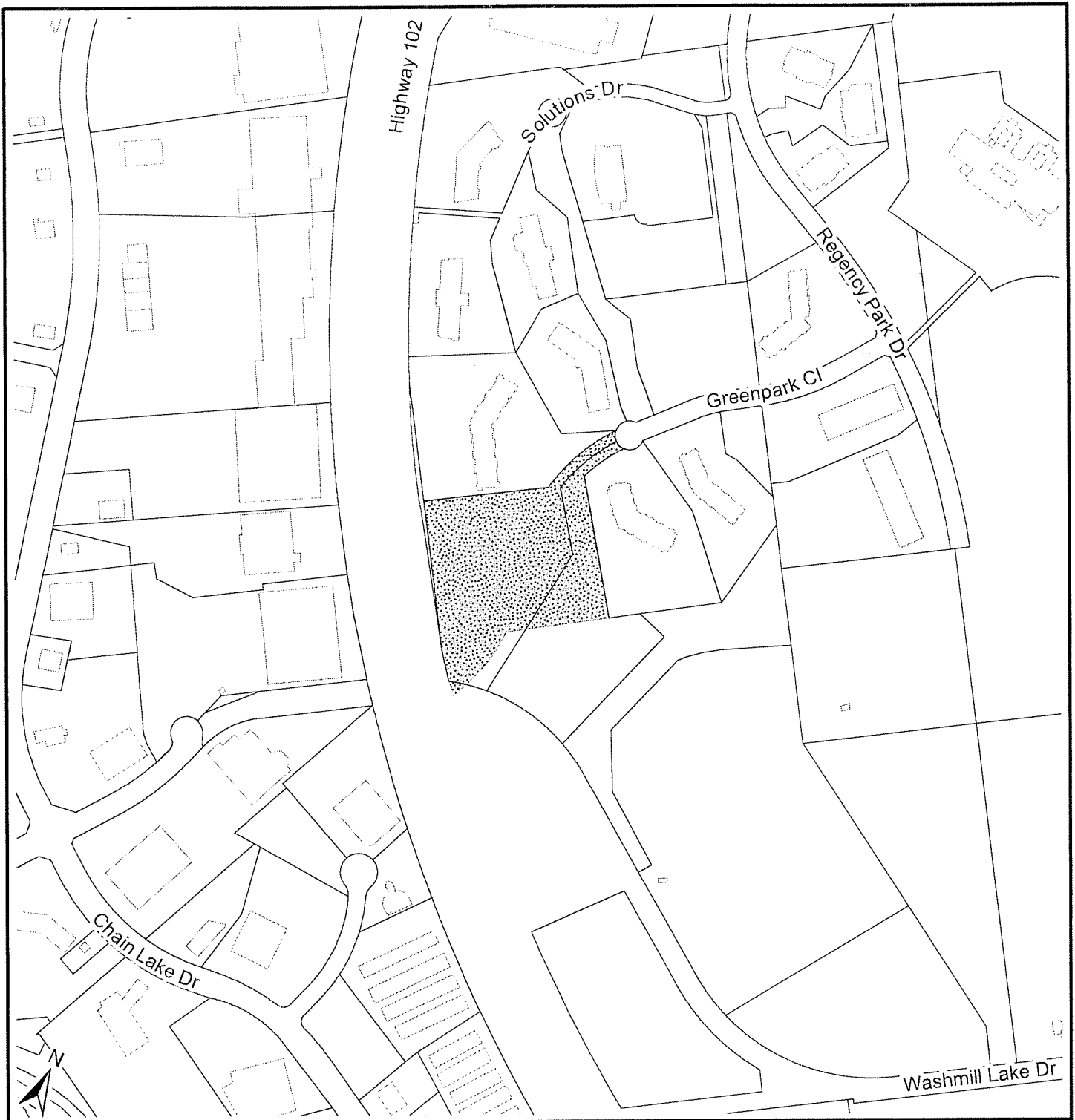
**HALIFAX REGIONAL MUNICIPALITY**

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

Mayor


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

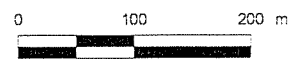
Municipal Clerk



**Schedule B**

Greenpark Close area  
Halifax

 Area subject to discharging agreement



Halifax Mainland  
Land Use By-Law Area

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