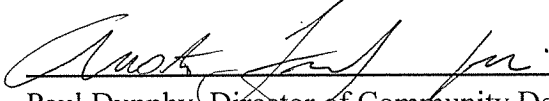


**Chebucto Community Council**  
**October 4, 2010**

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

**SUBMITTED BY:**   
Paul Dunphy, Director of Community Development

**DATE:** September 27, 2010

**SUBJECT:** **Case 01302: MPS / LUB Amendments and Development Agreement –  
3473 Dutch Village Road, Halifax**

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**SUPPLEMENTARY REPORT**

**ORIGIN**

August 10, 2010	Joint public hearing; Regional Council approval of Halifax MPS / Halifax Peninsula LUB amendments
September 14, 2010	Provincial ministerial review and approval of MPS & LUB amendments
September 25, 2010	MPS & LUB amendments in effect

**RECOMMENDATION**

**It is recommended that Chebucto Community Council:**

1. Approve the development agreement contained in Attachment A of this report to allow for a mixed use building and a commercial building at 3473 Dutch Village Road; and
2. Require the 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 will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND / DISCUSSION**

On August 10, 2010, Regional Council and Chebucto Community Council held a joint public hearing to consider amendments to the Halifax Municipal Planning Strategy (MPS) and the Halifax Peninsula Land Use By-law (LUB) to enable a mix of residential and commercial uses by development agreement on the commercial properties bounded by Joseph Howe Drive, Dutch Village Road and Andrew Street, as well as to consider a proposed development agreement for a mixed use building and a commercial building at 3473 Dutch Village Road.

After the public hearing, Regional Council approved the amendments to the Halifax MPS and the Halifax Peninsula LUB. While the proposed development agreement was also part of the public hearing process, it could not be approved by Chebucto Community Council until the MPS and LUB amendments took effect.

The amendments have since been reviewed by the Provincial Department of Service Nova Scotia and Municipal Relations as per Section 223 of the *Halifax Regional Municipality Charter*. The MPS and LUB amendments came into effect on Saturday, September 25, 2010.

As noted in the previous staff report dated May 13, 2010, once the MPS and LUB amendments took effect, staff would bring the case back to Chebucto Community Council for a decision on the proposed development agreement. Staff recommend that Council approve the proposed development agreement contained in Attachment A of this report.

## **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 proposed budget with existing resources.

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

This report complies with the Municipality's Multi-Year Financial Strategy, the proposed 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**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a public information meeting held on January 13, 2010, as well as a joint public hearing held by Regional Council and Chebucto Community Council.

For the public information meeting, notices were posted on the HRM website, published in the newspaper and mailed to property owners within the notification area as shown on Map 1. For

the public hearing, notices were posted on the HRM website, published in the newspaper and mailed to property owners within the notification area as shown on Map 1.

The proposed development agreement will potentially impact the following stakeholders: local residents, and business and property owners in the area.

### ALTERNATIVES

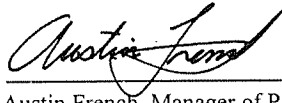
1. Council may choose to approve the proposed development agreement contained in Attachment A of this report. This is the recommended alternative.
2. Council may refer the case back to staff with specific changes to modify the development agreement. This may require a supplementary staff report or an additional public hearing.
3. Council may refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with the MPS policies

### ATTACHMENTS

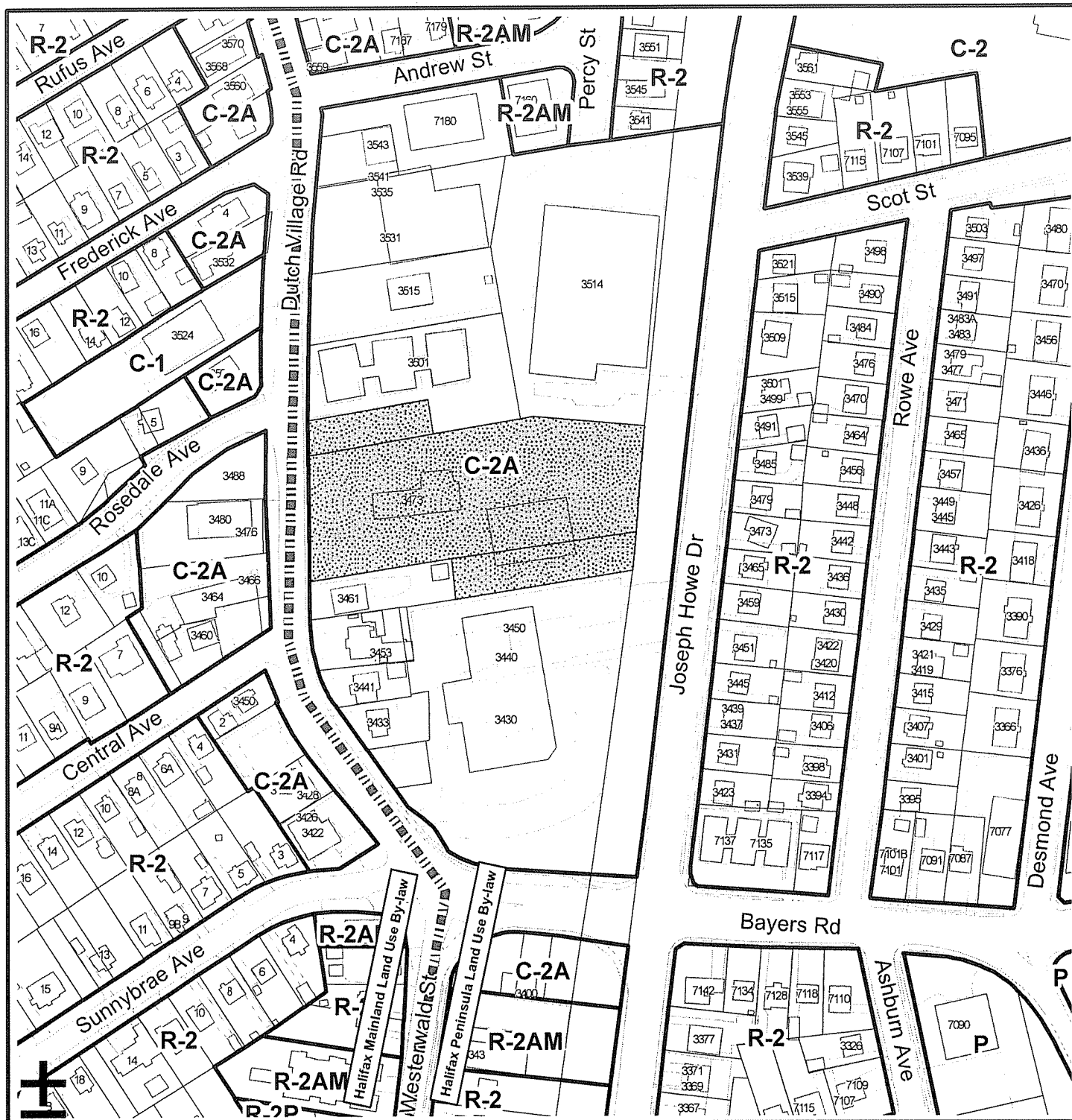
Map 1	Location and Zoning
Attachment A	Development Agreement

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 : Mackenzie Stonehocker, Planner, 490-4793



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



**Map 1 - Location and Zoning**

3473 Dutch Village Road  
Halifax

 Subject area

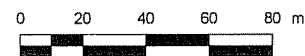
Halifax Peninsula  
Land Use By-Law Area

**Zone - Halifax Mainland Land Use By-Law**

- R-2 Two Family Dwelling
- R-2AM General Residential Conversion
- C-1 Local Business
- C-2A Minor Commercial

**Zone - Halifax Peninsula Land Use By-Law**

- R-2 General Residential
- R-2AM General Residential Conversion
- C-2 General Business
- C-2A Minor Commercial
- P Park and Institutional



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

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

Attachment A:  
Development Agreement

THIS AGREEMENT made this            day of            , 2010,

BETWEEN:

**[Insert Developer Name]**

a body corporate, in the Halifax Regional Municipality,  
Province of Nova Scotia, (hereinafter called the “Developer”)

OF THE FIRST PART

-and-

**HALIFAX REGIONAL MUNICIPALITY.**

a municipal body corporate, Province of Nova Scotia  
(hereinafter called the “Municipality”)

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located on Dutch Village Road, Halifax (PID #s **Insert PID Numbers**) and which said lands are more particularly described in Schedule A hereto (hereinafter called the “Lands”);

**WHEREAS** the Developer has a Purchase and Sale Agreement with the registered owner of certain abutting lands located on Joseph Howe Drive, Halifax (a portion of PID # **Insert PID Number**) and which said lands are more particularly described in Schedule A hereto and are to be consolidated with the Lands upon completion of the purchase and are to be subject to this Agreement;

**AND WHEREAS**, the Developer has requested that the Municipality enter into a Development Agreement to allow for the construction of a mixed use building and a commercial building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 2.5 and 2.5.1 of the Halifax Municipal Planning Strategy and Section 96(d) of the Halifax Peninsula Land Use By-law;

**AND WHEREAS** the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on            , 2010, referenced as Municipal Case Number 01302;

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

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

### **1.1 Applicability of Agreement**

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

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

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

### **1.3 Applicability of Other Bylaws, 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 Owner agrees to observe and comply with all such laws, by-laws and regulations 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.

1.4.3 Where metric values conflict with imperial values within the written text of this Agreement, the metric values 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 or codes applicable to the Lands.

## 1.6 Provisions Severable

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

## PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

### 2.1 Schedules

The Developer shall develop the Lands, in a manner, which, in the opinion of the Municipality's Development Officer, conforms with Schedules B to F inclusive attached to this Agreement numbered as 01302-0043 to 01302-0047 inclusive. The Schedules to this Agreement are:

- Schedule A Legal Description for 3473 Dutch Village Road, Halifax and abutting parcel
- Schedule B Site Plan numbered 01302-0047
- Schedule C Building A - South Elevation numbered 01302-0043
- Schedule D Building A - North Elevation numbered 01302-0044
- Schedule E Building A - East and West Elevations numbered 01302-0045
- Schedule F Building B - Commercial Elevations numbered 01302-0046

### 2.2 General Description of Land Use

The uses of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are as follows:

- (a) 133 two bedroom residential dwelling units and a maximum of 603.85 square metres (6,500 square feet) of commercial retail gross floor area within the mixed use building;
- (b) a maximum of 3,530.2 square metres (38,000 square feet) gross floor area of commercial retail or office space within the stand alone commercial building;
- (c) private open space, landscape areas, signage and walkways;
- (d) vehicular parking, loading and circulation areas;
- (e) permanent and temporary accessory uses to the foregoing, including a sales office and construction trailer.

### 2.3 Detailed Provisions for Land Use

2.3.1 Both buildings shall comply with the C-2 (General Business) Zone requirements for

- Peninsula Halifax with the exception of Sections 56(1)(c) (billboards) and 58 (building height) and is exempt from the R-3 (Multiple Dwelling) Zone, Sections 44(1) (commercial use) and 47(3) (angle controls).
- 2.3.2 The maximum height of the mixed use building shall not exceed 40.0 metres (131 feet) above average grade excluding the elevator shaft and the general massing of the building (stepping down) shall be as shown on the Schedules. The maximum height of the stand alone commercial/office building shall not exceed 18.3 metres (60 feet) above average grade excluding the elevator shaft.
- 2.3.3 The density for the residential portion of the mixed use building is to be calculated by the theoretical population generated on the basis of: 1.0 person per bachelor/studio unit; 2.0 persons per one bedroom unit; 2.25 persons per all other apartment types.
- 2.3.4 Further to Section 2.3.3, for the purposes of determining permissible density, one bedroom plus den units shall be considered to be one-bedroom units and two bedroom plus den units shall be considered to be two bedroom units.
- 2.3.5 The number of residential units and the residential unit mix in the mixed use building may be changed provided that the proposed residential density does not exceed the project residential density of 345.0 persons.
- 2.3.6 The Developer shall include commercial retail uses to a maximum of 603.85 square metres (6,500 square feet) of gross floor area within the mixed use building provided the commercial uses are located only within the ground floor fronting on Dutch Village Road to bring activity, animation and interaction to the Dutch Village Road streetscape.
- 2.3.7 It is expected that the Developer will construct both proposed buildings in a timely manner but should one building proceed prior to the other the undeveloped lands are to be fine graded, topsoiled and seeded in the interim to prevent erosion and for aesthetic reasons.

## **2.4 Building Architecture and Site Design**

- 2.4.1 Exterior building materials shall mainly consist of decorative precast concrete, glass curtain wall, decorative stone or brick, brick/Hardie combination and composite metal panels. No exposed treated lumber, plain concrete block or vinyl siding shall be used in the construction of the building.
- 2.4.2 All roof mounted mechanical systems (HVAC, cooking exhaust fans, etc.) or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any public street or adjacent residential development. Any mechanical or utility equipment located at grade shall be screened from view from any public street with landscaping or a combination of fencing and landscaping elements.



- 2.4.3 All vents, down spouts, flashing, electrical conduits, utility meters, service connections, and other functional elements shall be treated as integral parts of the design.
- 2.4.4 Lighting shall be directed downward to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from the sky, streets, adjacent lots and buildings. The Regional Trail Connector walkway through the sites shall be illuminated with pedestrian scale lighting as this will encourage surveillance and align with CPTED (Crime Prevention through Environmental Design) principles.
- 2.4.5 All balcony railings on the mixed use building shall be made of decorative metal with glass panels. Wooden railings are not permitted on the buildings.
- 2.4.6 Architectural treatment and materials shall be continued around all sides of the buildings.
- 2.4.7 The mixed use building shall have a minimum of 55 interior bicycle parking spaces within the two levels of underground parking and a minimum of 13 outdoor bicycle parking spaces. The commercial/office building shall have a minimum of 3 interior bicycle parking spaces and a minimum of 6 outdoor bicycle parking spaces.
- 2.4.8 The main entrances to both buildings shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, corner boards, fascia boards or an acceptable equivalent approved by the Municipality's Development Officer. Service/delivery entrances shall be integrated into the design of the buildings and shall not be a dominant feature.
- 2.4.9 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), green walls, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.).
- 2.4.10 Any exposed foundation or parking garage face in excess of 1 metre (3 feet) in height shall be architecturally detailed, veneered with stone or brick, stuccoed, painted, or treated in an equivalent manner acceptable to the Municipality's Development Officer.
- 2.4.11 Amenity space shall be set aside in the mixed use building for private recreational purposes such as common recreational areas, play areas, recreational rooms, roof decks, swimming pools and tennis courts. Amenity space shall include all interior and exterior areas set aside for the exclusive purposes of visual improvement or recreation and shall include areas of landscaping, exercise rooms, community/party rooms, balconies, landscaped podiums and sun decks. The amenity spaces shall be of a size large enough to accommodate the activity for which they are programmed to be used. The mixed use building is to include a minimum of 130.0 square metres (1,400 square

feet) of indoor amenity area and a minimum of 93 square metres (1,000 square feet) of outdoor amenity area/roof terrace to be accessed from level 600.

- 2.4.12 A decorative gazebo and children's play structure shall be provided on the south side of the mixed use building prior to Occupancy Permit issuance as identified on the Schedules. The play structure shall be designed for children between 3 and 10 years of age as identified by the Manufacturer. The overall area used to house the play equipment shall be no less than 7.62 metres (25 feet) by 9.14 metres (30 feet). The Plaza area in front of the commercial building shall include decorative hard surfaces, benches, garbage receptacles, shade trees and link to the Regional Trail Connector.
- 2.4.13 The roof terrace shall be made of a decorative hard surface with landscaping consisting of both trees and shrubs and include decorative seating and refuse containers.
- 2.4.14 The Regional Trail Connector walkway through the sites shall be designed to reduce conflicts with vehicles accessing the site as much as possible. The Regional Trail Connector walkway shall be designed for use by pedestrians, cyclists, skateboarders, inline skaters and other forms of active transportation, be hard surfaced, a minimum of 2 metres (6.6 feet) wide, have a slope no greater than 8% and be designed to be barrier free, where possible.
- 2.4.15 Temporary structures 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 structures shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

## **2.5 Parking, Circulation and Access**

- 2.5.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on Schedule B. The parking areas shall maintain a minimum setback from all property lines of 0.6 metres (2 feet) as generally shown on the Schedules. All parking areas, driveways and circulation aisles shall have a finished hard surface such as asphalt, concrete, paving blocks, interlocking paving stones or an acceptable equivalent in the opinion of the Municipality's Development Officer and shall be defined by concrete curbing. Asphalt curbing shall not be permitted.
- 2.5.2 The parking areas, driveways and circulation aisles shall comply with the requirements of the Land Use By-law for Peninsula Halifax as amended from time to time, Bylaw S-300 Respecting Streets, the Municipal Service Systems Guidelines and any other applicable legislation as amended from time to time.
- 2.5.3 The mixed use building shall have a minimum of 100 interior parking spaces within the underground parking levels and a minimum of 52 outdoor parking spaces. The commercial/office building shall have a minimum of 46 interior parking spaces within the underground parking levels and a minimum of 44 outdoor parking spaces.

## 2.6 Landscaping

- 2.6.1 Prior to the issuance of a Development Permit, the Developer agrees to provide a Detailed Landscape Plan for each building, prepared by a Landscape Architect, which complies with the provisions of this Agreement.
- 2.6.2 The Detailed Landscape Plan(s) shall include, as a minimum, planting as identified in this Agreement. The Detailed Landscape Plan(s) shall provide details of all ground level open spaces and rooftop terraces as identified in this Agreement and shown on the Schedules.
- 2.6.3 Planting details for each type of plant material proposed on the plan shall be provided, including a species list with quantities, size of material, and common and botanical names (species and variety). Deciduous trees shall be a minimum of 60 mm caliper (2.4 inch diameter) in size. Coniferous trees shall be a minimum of 1.5 m (5 ft.) high and upright shrubs shall be a minimum height or spread of 60 cm. (2 ft.).
- 2.6.4 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards, as amended, and sodded areas to the Canadian Nursery Sod Growers' Specifications, as amended. All disturbed areas shall be reinstated to original condition or better.
- 2.6.5 Construction Details or Manufacturer's Specifications, for all landscaping features to be constructed such as fencing, retaining walls, pergolas, bike racks, recycling facilities, benches, play equipment and refuse containers, shall be provided to the Development Officer, and these documents shall describe the feature's design, construction, specifications, model numbers, quantities, manufacturers, hard surface areas, materials and placement. The provision of this information is to facilitate the Development Officer in determining if the chosen feature will enhance the design of the individual buildings and the character of the surrounding area.
- 2.6.6 Grading information, with existing and proposed grades, shall be provided prior to the issuance of a Development Permit on the Detailed Landscape Plan(s), or on a grading plan.
- 2.6.7 Shrub material shall be used to screen any electrical transformers or other utility boxes.
- 2.6.8 It is the responsibility of the Developer to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping as well as the anticipated mature weight of the plant material on any rooftop and/or podium. A minimum of 15 cm (6 inches) of drainage gravel over the extent of the landscape rooftop or podium plus an additional 40 cm (16 inches) of topsoil for sod; 60 cm (2 ft.) of topsoil for shrubs; and 90 cm (3 ft.) of topsoil for trees, or an equivalent system proposed by a Landscape Architect, shall be provided.

- 2.6.9 Planting on rooftops and podiums above structures shall be carefully selected for their ability to survive in rooftop environments. Rooftop trees shall be located in raised planting beds or containers. Minimum planted sizes shall be as follows:
- (a) deciduous trees: 45 mm caliper (1.8 inch diameter);
  - (a) coniferous trees: 1.5 m (5 ft.) high;
  - (c) shrubs: 2 gallon pot.
- 2.6.10 The Developer shall ensure that tree conservation of the existing living trees, 15.2 centimetres (6 inches) or greater in diameter (DBH), shall occur around the site boundary. The Landscape and Grading Plans shall identify the limit of disturbance, tree habitat preservation areas, the hoarding fence location and the stockpile location. During demolition and construction proper arboricultural practices shall be undertaken and shall include such activities as: the erection of tree protective hoarding fence located as close to the drip-line of the trees to be preserved as possible for the duration of construction; no stockpiling of soil or materials or the movement of equipment within the hoarded areas; pruning of any damaged limbs or roots; and excavation no closer than ten feet to the trunk of any tree to be preserved. Any trees to be preserved that are damaged shall be replaced, two new trees for each damaged tree, with trees of the same type and with minimum sizes of 60 mm caliper (2.4 inch diameter) for deciduous trees and coniferous trees a minimum of 1.5 m (5 ft.) high.
- 2.6.11 Notwithstanding Section 2.6.10, where a Certified Arborist, Landscape Architect, Forester, or Forestry Technician engaged by the Developer or property owner certifies in writing that a tree poses a hazard to people or property or is in severe decline, the Development Officer may permit the tree to be removed. Any tree to be removed shall be replaced with a tree of a similar specie at the expense of the Developer or property owner.
- 2.6.12 The pedestrian walkways, Regional Trail connector, Plaza and exterior bicycle parking areas shall be located as shown on Schedule B and constructed of a decorative hard surface in accordance with the applicable HRM specifications unless otherwise specified in the schedules.
- 2.6.13 Fencing shall be located along the boundary of the site where it abuts residential uses as shown on Schedule B. The fencing shall be no greater than 1.5 metres (5 feet) in height and be constructed of decorative wood and be visually impermeable. Fence posts to be located beside trees on the property boundary shall be placed in hand dug post holes so as not to damage the roots of trees to be preserved. The fence design shall be aesthetically equal on both sides.
- 2.6.14 Prior to issuance of an Occupancy Permit for each building, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

- 2.6.15 Notwithstanding the above, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and the installation of the gazebo and play structure as identified in Section 2.4.12 and that the Developer supplies a security deposit in the amount of 110 per cent of the estimated cost to complete the landscaping and the installation of the gazebo and play structure. The cost estimate is to be provided 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 the detailed landscape Plan. The Developer shall be responsible for all costs in this regard exceeding the deposit. Any unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

## 2.7 Maintenance

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

## 2.8 Signs

- 2.8.1 Ground signs shall be permitted but no ground sign shall obstruct the vision of drivers leaving or entering the roadway or driveways, or detract from the visibility or effectiveness of any traffic sign or control device on public streets.
- 2.8.2 Ground signs shall not exceed 4.6 metres (15 feet) in height except as a result of a specific corporate design requirement in which case one of the ground signs may be increased in height but shall not exceed 7.62 metres (25 feet). No more than 2 ground signs, one per frontage, shall be permitted on the properties. All commercial tenants shall be allocated space on the ground signs.
- 2.8.3 No mobile, moveable or fluorescent coloured signs or billboards shall be permitted, illuminated or otherwise.
- 2.8.4 The base of any new ground sign shall be of a material and colour which is complementary to the buildings and be integrated into the landscaping.

- 2.8.5 Exterior signage for the buildings, including signage for the commercial uses, shall be designed to be unified, compatible and complementary to the buildings. Signage shall not be located above the ground floor of the mixed use or the commercial/office buildings. Illuminated signage is permitted. Fascia signage shall be limited to one sign per business premise and confined to a single defined area or sign band on the street facing facade of each building. Directional signage to the residential entrance shall be provided but limited to a maximum of 3 signs, each with a maximum sign area of 0.74 square metres (8 square feet).
- 2.8.6 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales trailer is located on the site. No realtor signs shall be posted within the HRM Right of Way.
- 2.8.7 Except as otherwise specifically provided for above, all signs shall comply with the requirements of the Peninsula Halifax Land Use Bylaw.

## 2.9 Municipal Services

- 2.9.1 All design and construction of services shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Municipality's Development Engineer prior to undertaking the work.
- 2.9.2 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 and/or relocated by the Developer as directed by the Municipality's Development Officer, in consultation with the Municipality's Development Engineer.
- 2.9.3 All secondary electrical, telephone and cable service to the buildings shall be installed underground.
- 2.9.4 Burning of site material, such as but not limited to, vegetation, brush and trees shall be prohibited unless approval in writing is granted by HRM Fire Services.
- 2.9.5 Service easements shall be provided as necessary but the use of easements shall be limited to locations where construction within street rights-of-way are not feasible.
- 2.9.6 The Developer is responsible for construction of the Regional Trail Connector and is to ensure that its construction is co-ordinated with the construction of the Regional Trail. Any associated signage or safety measures required in conjunction with the Regional Trail and the access driveway from Joseph Howe Drive to this site shall be co-ordinated with HRM and be provided at the expense of the Developer.
- 2.9.7 The Developer shall have the option of relocating the proposed access onto Joseph Howe Drive to a shared access with the abutting property to the south should agreement

be reached with that property owner providing that the proposed access is acceptable to the Municipality's Development Engineer.

- 2.9.8 Prior to issuance of Building Permits, the Developer shall indicate how services will be provided to the buildings including, but not limited to, water supply system, sanitary sewer system, stormwater sewer and drainage systems and utilities in a method acceptable to Halifax Water, the Municipality's Development Engineer and any other approvals as required by any applicable agency. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All construction shall be in accordance with Municipal Specifications and By-laws and Halifax Water Design and Construction Specifications.

## 2.10 Lot Consolidation and Subdivision

- 2.10.1 The Developer agrees that all four (4) parcels, including the three (3) currently owned by the Roman Catholic Episcopal Corporation of Halifax (PID #s **Insert PID Numbers**) and the single parcel under Purchase and Sale Agreement with CN Railways (a portion of PID # **Insert PID Number**), which will make up the Lands to be developed shall be consolidated into one (1) lot prior to the issuance of a Development Permit for any of the components of the development.
- 2.10.2 The Developer may subdivide the lands as generally shown on Schedule B provided that the subdivision meets all applicable requirements of the Subdivision By-law.

## 2.11 Requirements Prior to Approval

- 2.11.1 Prior to the issuance of any Municipal Permits for the buildings allowed by this Agreement, the Developer shall complete the MICI (Multi-unit/Industrial/Commercial/Institutional) process, as outlined by the Municipality.
- 2.11.2 Prior to the issuance of any Occupancy Permits for the buildings, the Developer shall provide certification to the Development Officer from a qualified professional indicating that the Developer has complied with the Landscape Plans or provided the appropriate securities pursuant to Sections 2.6.14 and 2.6.15 of this Agreement, unless otherwise stated by the Municipality.
- 2.11.3 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.

### **PART 3: AMENDMENTS**

- 3.1 Amendments to any matters not identified under Section 3.2 of this Agreement shall be deemed substantive and shall only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.
- 3.2 The following items are considered by both parties to be not substantive and may be amended by Resolution of Council:
- (a) Changes to the exterior architectural appearance of the buildings or the construction materials of the buildings as detailed in Section 2.4 or which, in the opinion of the Development Officer, do not conform with the attached Schedules;
  - (b) Changes to the landscaping measures as detailed in Section 2.6;
  - (c) Changes to the amenity space location and/or configuration or which, in the opinion of the Development Officer, do not conform with the Schedules;
  - (d) The granting of an extension to the date of commencement of construction as identified in Section 4.3 of this Agreement; and
  - (e) The length of time for the completion of the development as identified in Section 4.4 of this Agreement.

### **PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGES**

#### **4.1 Registration**

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

#### **4.2 Subsequent Owners**

This Agreement shall be binding upon the parties thereto, 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. Upon the transfer of title, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement.

#### **4.3 Commencement of Development**

- 4.3.1 In the event that development on the lands, that includes both buildings, 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 to the provisions of the Land Use By-law.
- 4.3.2 For the purposes of this section, commencement shall mean completion of the footings/foundation for both of the proposed buildings or the issuance of a construction permit for both buildings.



4.3.3 For the purposes of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 3.2, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiration of the commencement of development time period.

#### 4.4 Completion of Development

4.4.1 If the Developer fails to complete the development or portions thereof, or after seven (7) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, whichever time period is less, 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.

4.4.2 Upon the completion of the development or portions thereof, or within/after seven (7) years from the date of registration of this Agreement with the Registry of Deeds or Land Registry Office, whichever time period is less, 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 Peninsula Halifax, as may be amended from time to time.

### PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any buildings 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.

5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, 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 Property 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 Development 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 Property 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; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the *Municipal Government Act* or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

**(Insert DeveloperName)**

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

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

=====

=====

**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**

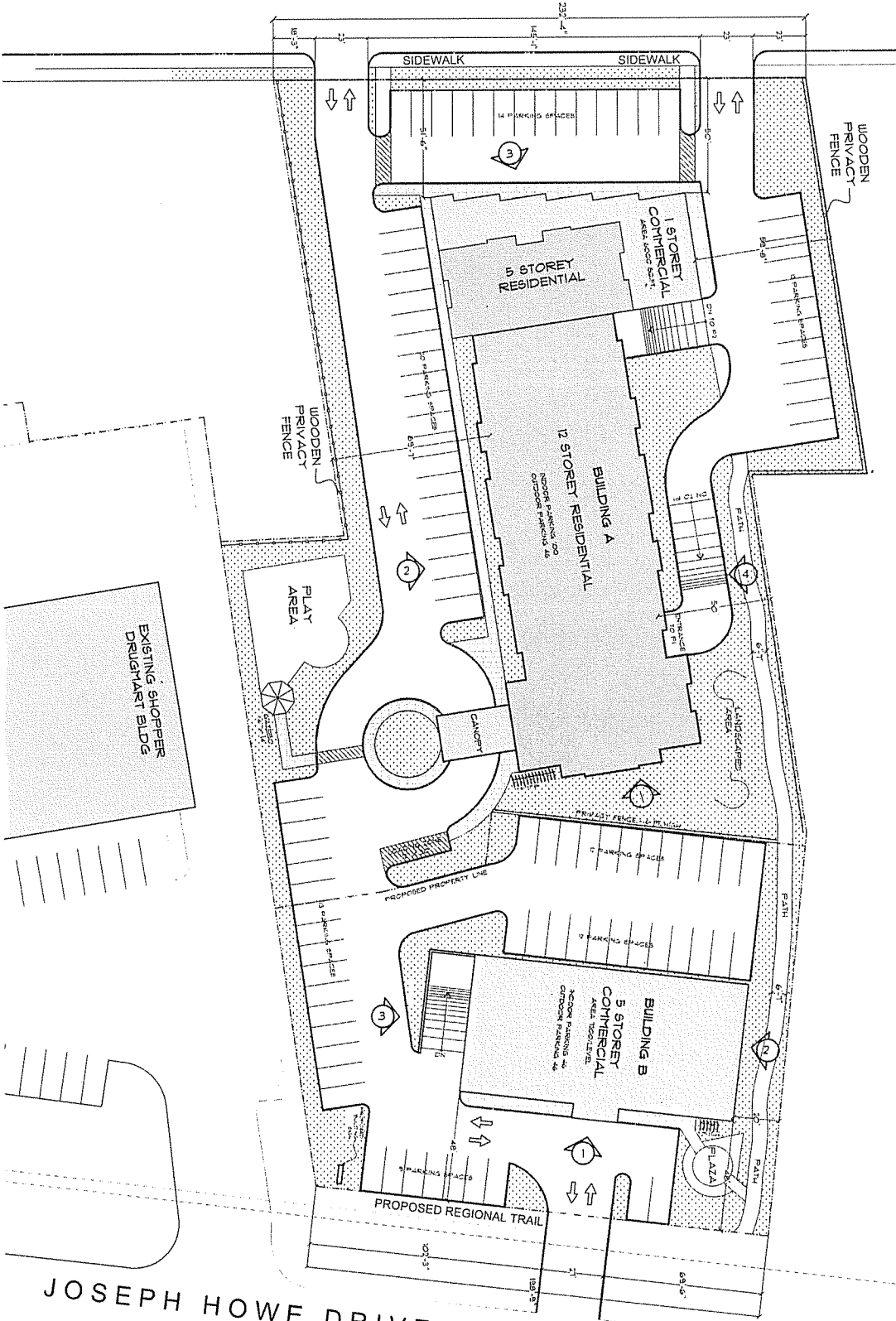
Per: \_\_\_\_\_

Mayor

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

Clerk

DUTCH VILLAGE ROAD



NOT TO SCALE  
 ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED  
 THE DESIGNER HAS CONDUCTED VISUAL IMPACT ASSESSMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS VISUALLY COMPATIBLE WITH THE SURROUNDING ENVIRONMENT.  
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ST. LAURENCE  
 MIXED USE PROPOSAL  
 HALIFAX, NOVA SCOTIA

WM FARES  
 ARCHITECTURAL & INTERIOR DESIGN  
 1000 BROADVIEW AVENUE  
 HALIFAX, NS B3H 2Y9  
 (902) 420-1111

NO.	DATE	DESCRIPTION
1	2007-12-01	PRELIMINARY DESIGN
2	2008-01-15	FINAL DESIGN
3	2008-02-28	CONSTRUCTION PERMITS
4	2008-03-31	CONSTRUCTION START
5	2008-04-30	CONSTRUCTION COMPLETE
6	2008-05-31	FINAL INSPECTION
7	2008-06-30	PROJECT CLOSURE

SITE PLAN

DATE: 2007-12-01  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: 1:1000  
 SHEET NO: 1 OF 1  
 PROJECT NO: 2007-120  
 GDP

THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT MAKES NO WARRANTY, REPRESENTATION OR OPINION AS TO THE ACCURACY, COMPLETENESS, OR SUITABILITY OF THE INFORMATION CONTAINED HEREIN. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION COSTS OR DELAYS CAUSED BY OMISSIONS, ERRORS, OR OMISSIONS OF INFORMATION CONTAINED HEREIN. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION COSTS OR DELAYS CAUSED BY OMISSIONS, ERRORS, OR OMISSIONS OF INFORMATION CONTAINED HEREIN.

**PROJECT**  
**ST. LAWRENCE**  
**MIXED USE PROPOSAL**  
 HALLMARK, NOVIA SCOTIA

**CONSULTANT**  
**WM PARES**  
 ARCHITECTS & PLANNERS  
 1000 HURON STREET, SUITE 200  
 ANN ARBOR, MI 48106  
 734.761.1234

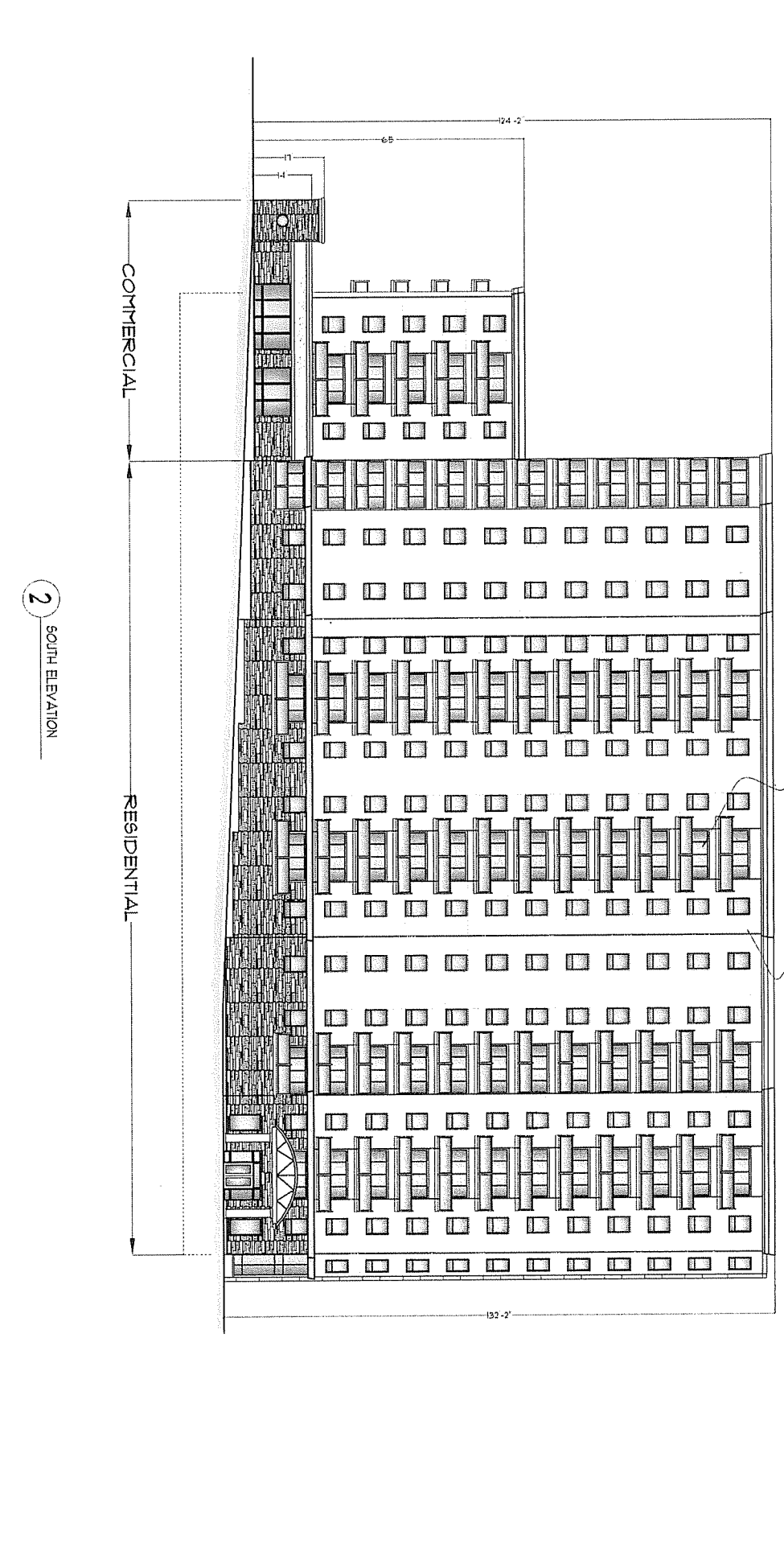
**CONTRACTOR**

**DATE**

NO.	DATE	DESCRIPTION

**BUILDING A**  
**SOUTH**  
**ELEVATION**

**SCALE**  
 3/8" = 1'-0"  
 SHEET  
 51  
**A9**

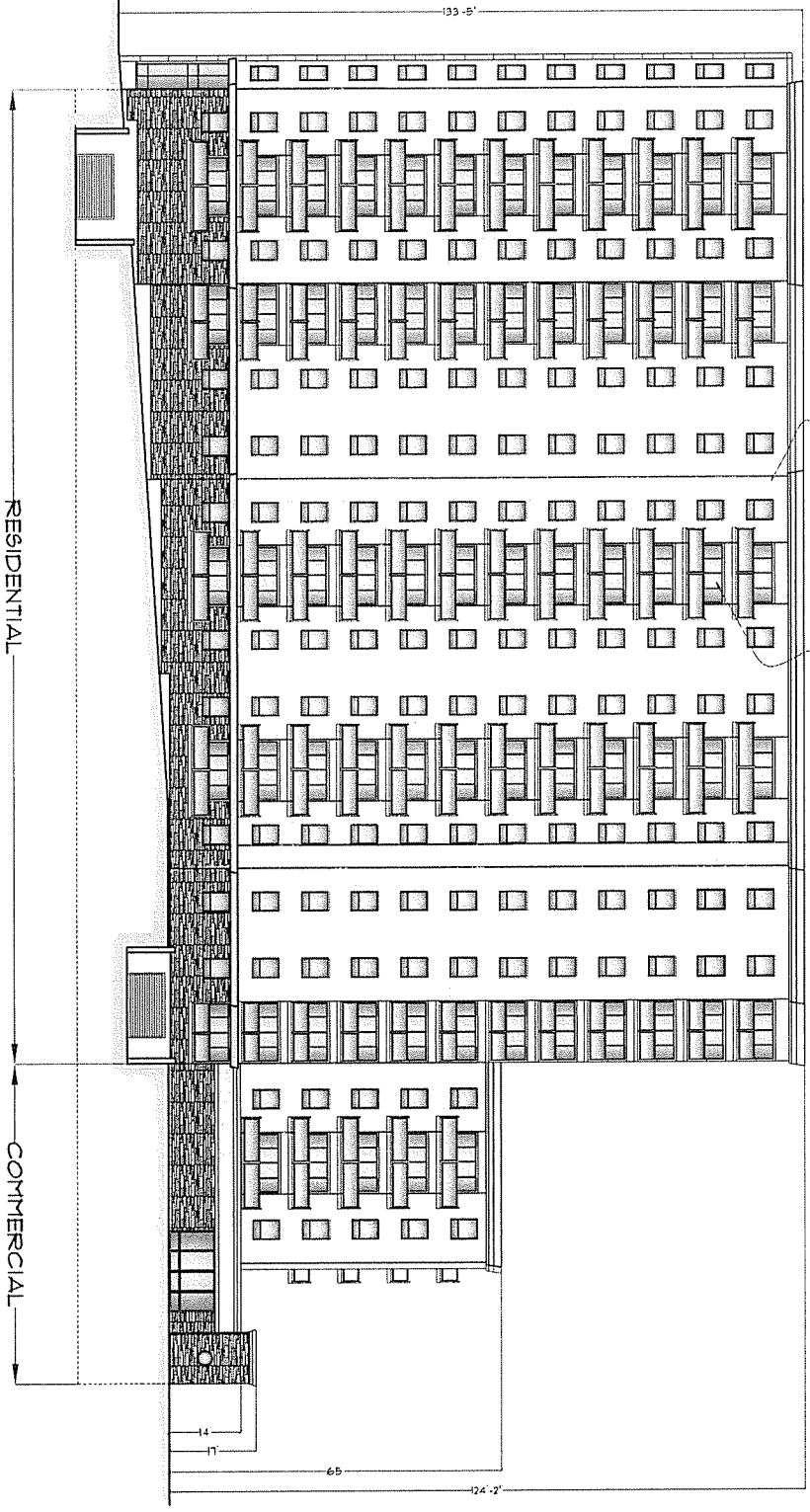


MATERIALS TO BE CONSISTENT ON ALL 4 ELEVATIONS

MATERIALS TO BE CONSISTENT ON ALL ELEVATIONS

PRECAST OR BRICK/HARDE COMBINATION

ALUMINUM GLASS RAIL




4

NORTH ELEVATION

NOTES:  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES, UNLESS OTHERWISE SPECIFIED.  
 2. MATERIALS TO BE CONSISTENT ON ALL ELEVATIONS.  
 3. PRECAST OR BRICK/HARDE COMBINATION.  
 4. ALUMINUM GLASS RAIL.  
 5. FINISHES TO BE DETERMINED BY THE ARCHITECT.  
 6. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.  
 7. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CLIENT AND OTHER CONSULTANTS.  
 8. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CLIENT AND OTHER CONSULTANTS.  
 9. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CLIENT AND OTHER CONSULTANTS.  
 10. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CLIENT AND OTHER CONSULTANTS.

PROJECT  
 ST. LAWRENCE  
 MIXED USE PROPOSAL  
 HALL, BAY, NOVA SCOTIA

DESIGNER  
  
 WM FARES  
 ARCHITECTURAL SERVICES  
 1100 BAY ST. #200  
 ST. JOHN'S, NL A1B 3X4

SCALE 1/8" = 1'-0"

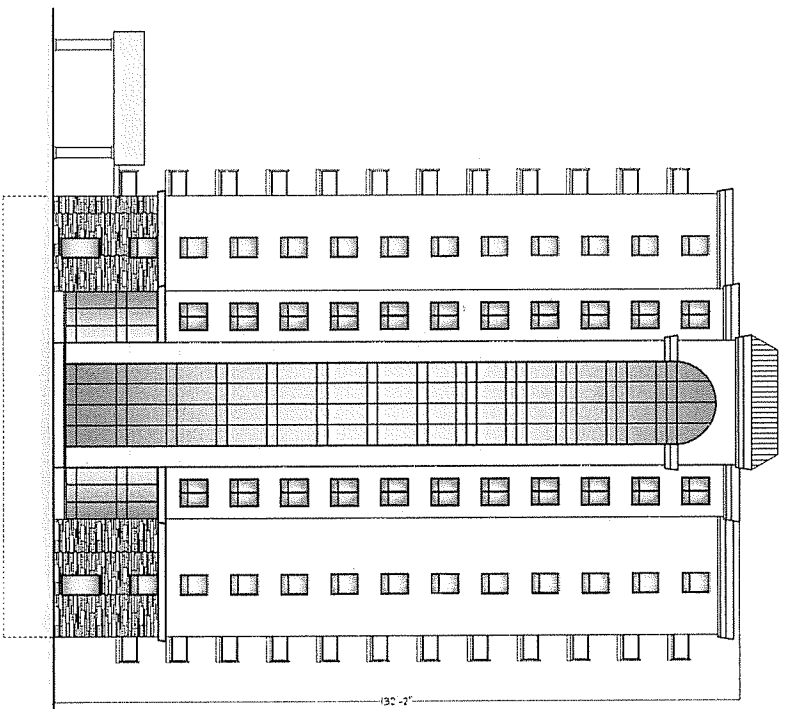
DATE

NO.	DATE	DESCRIPTION

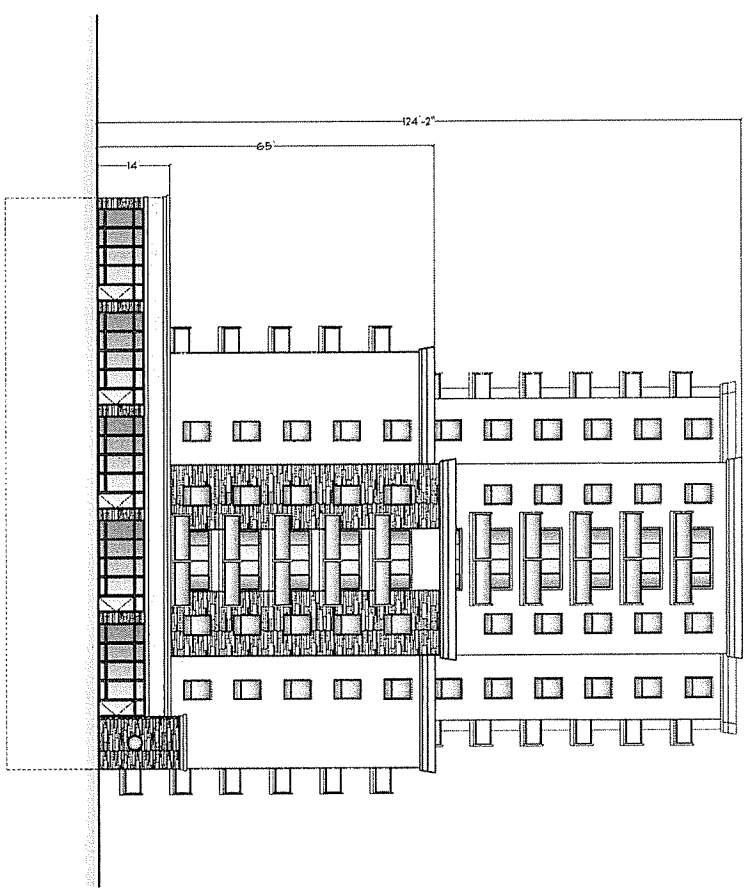
BUILDING A  
 NORTH  
 ELEVATION

NO.	DATE	DESCRIPTION

DATE



1 EAST ELEVATION



3 WEST ELEVATION

NOTES:  
 1. ALL DIMENSIONS SHOWN UNLESS OTHERWISE NOTED TO THE CONTRARY.  
 2. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER PROFESSIONALS.  
 3. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER PROFESSIONALS.  
 4. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER PROFESSIONALS.  
 5. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER PROFESSIONALS.

PROJECT  
**ST. LAWRENCE  
 MIXED USE PROPOSAL**  
 HALIFAX, NOVA SCOTIA

ENGINEER  
**WM PARES**  
 ARCHITECTS  
 1100 GUY ST. #100  
 HALIFAX, NS B3H 2Y4  
 TEL: (902) 428-1100  
 FAX: (902) 428-1101  
 WWW.WMPARES.COM

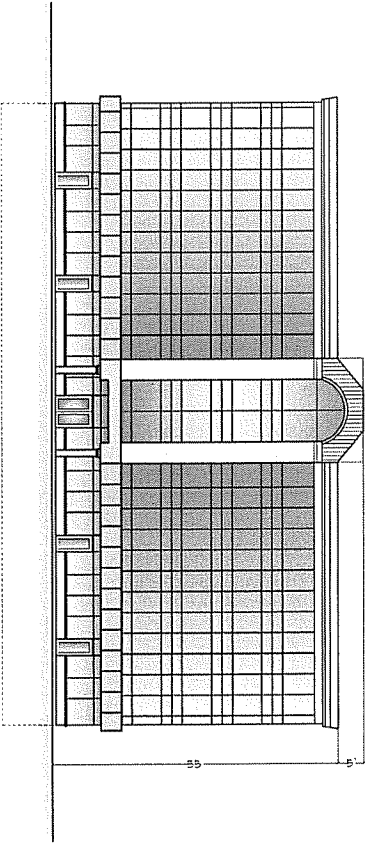
ZONAL USE

TYPE

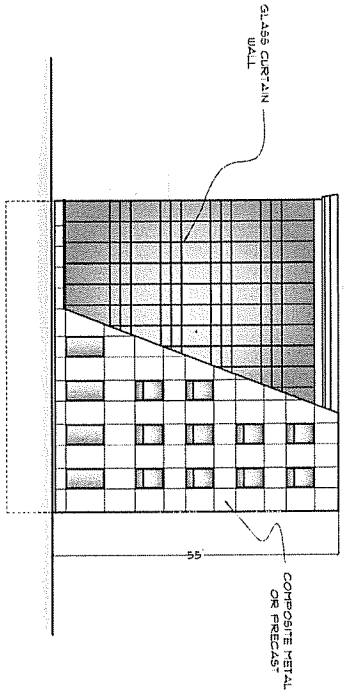
NO.	DATE	BY	DESCRIPTION

BUILDING A  
 EAST & WEST  
 ELEVATIONS

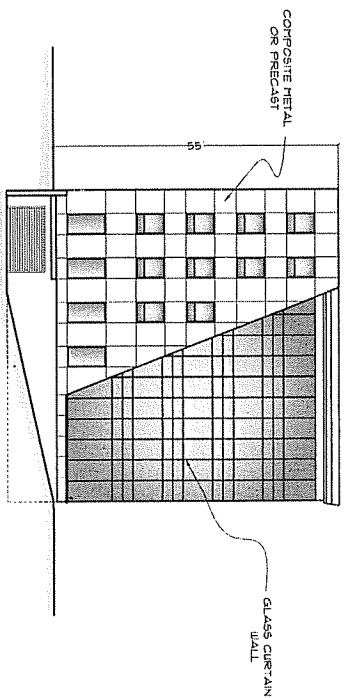
SCALE	DATE	BY	DESCRIPTION
AS SHOWN	JUN 18 2016		



1 EAST ELEVATION



2 NORTH ELEVATION



3 SOUTH ELEVATION

NOTES:  
 1. ALL WORK SHALL BE ACCORDING TO THE PROJECT'S SPECIFICATIONS AND ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.  
 2. THE DESIGNER SHALL BE RESPONSIBLE FOR THE INTEGRATION OF THE BUILDING SYSTEMS AND THE ARCHITECTURAL DESIGN.  
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES.

**ST. LAWRENCE  
 MIXED USE PROPOSAL**  
 HALLMARK NORTH SCOTIA



NO.	DATE	DESCRIPTION

<b>BUILDING B          COMMERCIAL          ELEVATIONS</b>	
DATE:	JULY 2023
DRAWN BY:	ARCHITECT
SCALE:	AS SHOWN
CHECKED BY:	ARCHITECT
PROJECT NO.:	A12