

Harbour East Community Council
April 5, 2012

TO: Chair and Members of Harbour East Community Council



SUBMITTED BY: _____
Peter Stickings, Acting Director, Planning & Infrastructure

DATE: March 16, 2012

SUBJECT: Case 17308: Kings Wharf Development Agreement Amendments

SUPPLEMENTARY REPORT

ORIGIN

- Application by EDM Limited, on behalf of Fares Inc., for amendments to the Stage II development agreement for Phase 1 of Kings Wharf, specifically a substantial amendment to enable the change of Building D from office to residential, and for non-substantive amendments regarding land use and building design for Buildings A, B, C, and D.
- On November 10, 2011, HECC approved, by resolution of Council, the above noted amendments to the Stage II development agreement. Legal Services subsequently determined that the substantial amendment regarding the change of use of Building D required a public hearing due to the format of the Agreement. Adopting an entire new Stage 2 agreement which incorporates the requested amendments does not necessitate a public hearing.

RECOMMENDATION

It is recommended that Harbour East Community Council:

1. Approve, by resolution, the Stage 2 development agreement for King's Wharf, as shown in Attachment A to this report;
2. Require that the Stage 2 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 will be void and obligations arising hereunder shall be at an end.
3. Approve, by resolution, the discharge of the Original Stage 2 Development Agreement that applies to the Lands, as shown in Attachment B of this report, to take effect upon the registration of the new development agreement.

BACKGROUND

A Stage 1 Development Agreement was approved for the Kings Wharf project in 2008, and amended in 2009, to provide a conceptual approval for development on the site. The approved concept envisions 13 buildings over the entire site in six phases. It provides for a maximum of 1,292 residential units, 160,000 square feet of office space, 70,000 square feet of commercial space, a 200 room hotel, and various park, open space and accessory uses. A Stage 2 agreement was approved in 2009 to allow the construction of Phase 1. This was approved by resolution of Council, as the Stage 1 development is structured such that approval of a Stage 2 agreement requires no public hearing. Map 1 shows the location of the project and the extent of the first phase.

Current Status

Phase 1 includes the construction of a new street, Kings Wharf Place, and 4 mid-rise buildings, as shown on Figure 1. Permits were issued for Buildings A and B in 2010, which are substantially completed, these being 13 and 12 storeys in height respectively, with ground floor commercial and residential above.

Requested Amendments

The Stage 2 agreement currently provides for Building D to be an office building. Due to a weak market for office space, the developer has requested that Building D be changed to residential. This amendment is substantial under the terms of the existing Stage 2 agreement. Several other matters pertaining to exterior design of Buildings C and D, the extent of commercial uses in all four buildings, and the number of units per building, are considered to be non-substantive matters.

Process Required to Implement Amendments

The Stage 1 agreement was structured such that, in addition to the adoption of a new Stage 2 agreement, any amendment to a Stage 2 could also be approved by resolution of council with no public hearing needed. However, the format of the Stage 2 agreement allows only certain changes to the land uses and building designs can be considered as non-substantive amendments. Any other amendment that is not listed is considered to be a substantial amendment. This causes confusion and may create the expectation that a public hearing should be held for substantial matters. To avoid this, Council should discharge the existing agreement and re-adopt it as a new Stage 2 agreement that incorporates the requested amendments.

By adopting an entire new Stage 2 agreement, rather than amending the existing one, Council can consider all of the requested amendments without the need for a public hearing. The new agreement may be approved by resolution of Council. If approved, it is subject to a fourteen day appeal period before it can become effective.

DISCUSSION

The proposed new Stage 2 development agreement is consistent with the site specific MPS policies that were adopted in 2008 (Attachment C). In addition, it is consistent with the Stage 1 development agreement. This new agreement includes all of the provisions of the original agreement, with changes to reflect the following matters:

Building D – As noted above, the office market does not currently support construction of the 12 storey, 112,000 square foot office building as previously approved. The new agreement provides for this building to be residential with commercial on the podium levels. However, it should be noted that the Stage 1 agreement sets both minimum requirements for office space and maximums for residential units throughout the entire project. Later phases will therefore have to be adjusted to include more office space and reduced residential.

The previously approved front elevation of Building D is shown in Figure 2, with the proposed elevation shown in Figure 3. The residential building is of the same height and general shape as the office building, with a slight increase in total floor area of 6,000 square feet over the originally approved 112,000 square feet. The proposed new exterior design of the building is consistent with the urban design goals of both land use policy and the Stage 1 agreement. The building is substantially different in shape and proportion from Buildings A to C, which will contribute to a varied and interesting streetscape.

With the original office building design, a clock tower or similar architectural element was to be included. The purpose of this was to provide a focal point when looking down the new street. The applicant feels that a clock tower element is less appropriate for a residential building. The new agreement, in section 3.8, therefore requires a major piece of art to be incorporated on the upper floors of the building, facing up the street to Alderney Drive. The exact nature and design of this feature will be determined through the HRM Public Art Policy, as adopted by Regional Council. This achieves the original goal of providing a significant item of visual interest.

Building C Design – This building is for the most part the same as originally approved. However, detailed designs differ from the conceptual drawings previously approved by Council in the original Stage 2 agreement. The currently approved front elevation of Building C is shown in Figure 4, and the proposed configuration in Figure 5. Originally, Building B (now under construction) and Building C were to have the same shape, to symmetrically frame the public park between them. The minor changes to the upper floor plates of Building C, above the 3 storey building base, now means that perfect symmetry cannot be achieved. The park itself is not affected. The new elevation drawings in Schedule F of the proposed agreement reflect this change.

Commercial Uses Above the Ground Floor – The existing agreement requires ground floor commercial on each building. The applicant has requested flexibility to enable additional commercial space on the lower floors of each building. This request is appropriate, however, the building designs must still be in conformance with the schedules. Therefore, staff wishes to add

Section 3.4 (e), which provides some flexibility to the development officer to vary the external appearance of the commercial levels.

Residential Unit Distribution – The existing agreement sets out the number of units permitted by building and the proportion of units by bedroom type. The applicant has requested flexibility to vary both of these matters. This is appropriate so that there is the ability to alter floorplans and unit types, in response to market demand, and the amount of commercial space above the ground floor of each building. The new development agreement provides this flexibility, but as with the original Stage 2 agreement, still establishes a cap of 300 units, which cannot be exceeded until such time as a second access to the development is built. It also requires a mix of unit types of similar proportions to what was set out in the original agreement, so that there is a wide range of housing options.

Underground Parking Plan – The existing Stage 2 agreement included a detailed parking plan. The applicant has requested that the plan be deleted, as at the detailed design stage changes are usually necessary that affect the parking layout. The new agreement therefore does not include this plan, however, it must be demonstrated at the building permit stage that the required number of parking spaces is provided.

Non-Substantive Amendments – The new Stage 2 agreement provides that any amendment to the agreement is non-substantive in nature, provided that such change conforms to the Stage 1 agreement as well as the applicable MPS policy. This alteration from the original Stage 2 agreement ensures that no public hearing is required for any amendment matter, which is consistent with the Stage 1 agreement.

Conclusion

Staff is of the opinion that the proposed new Stage 2 development agreement for King's Wharf, as set out in Attachment A, is consistent with the intent of both the Downtown Dartmouth MPS and the Stage 1 development agreement. Therefore, staff recommends that HECC approve the new development agreement as set out in Attachment A of this report. Upon registration of this new agreement, the original Stage 2 agreement will be discharged, through the discharging agreement shown in Attachment B.

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

Extensive community engagement was undertaken during the MPS amendment and development agreement process. This led to the adoption of site specific policies and a Stage 1 development agreement. The Stage 1 agreement is structured such that further community engagement is not necessary or required in considering Stage 2 agreements or amendments thereto.

ALTERNATIVES

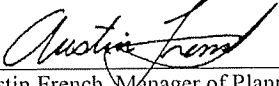
1. Council may choose to approve the proposed development agreement as set out in Attachment A of this report. This is the recommended course of action for reasons set out above.
2. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further 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 1 and Stage 2 development agreements. This alternative is not recommended as staff is satisfied that the proposed amending development agreement is consistent with the policies and intent of the MPS and with the Stage 1 development agreement.

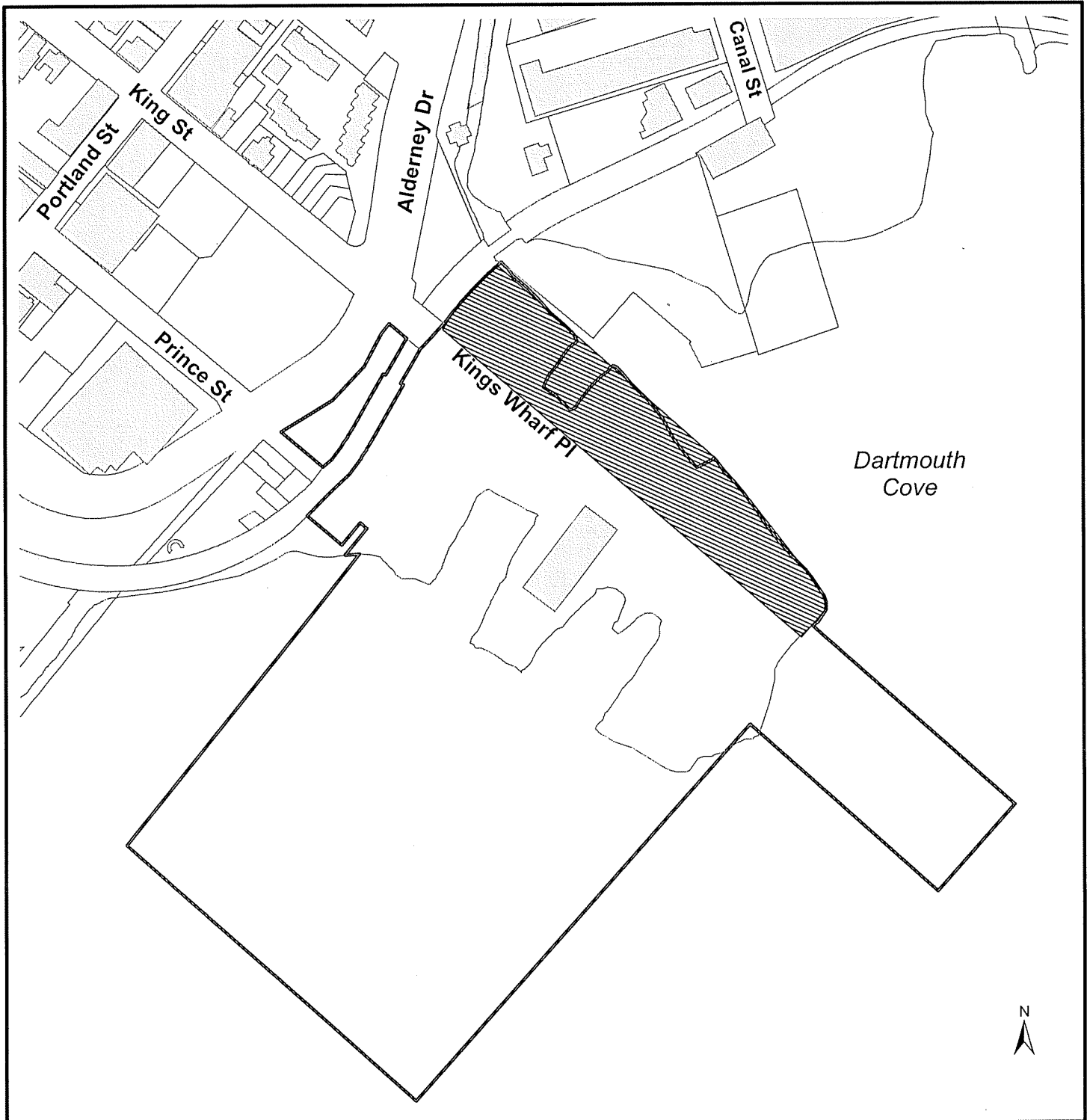
ATTACHMENTS

Map 1:	Zoning and Location
Figure 1:	Site Plan
Figure 2:	Building D - Current Approved Front Elevation
Figure 3:	Building D - Proposed Front Elevation
Figure 4:	Building C - Current Approved Front Elevation
Figure 5:	Building C - Proposed Front Elevation
Attachment A:	Proposed New Stage 2 Development Agreement
Attachment B:	Discharging Agreement for Original Stage 2 Development Agreement
Attachment C:	Excerpts from the Downtown Dartmouth MPS

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: Mitch Dickey, Planner, 490-5719


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



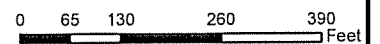
Map 1 - Location

King's Wharf

 Phase 1 of Development

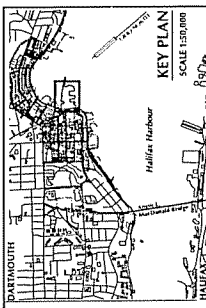
 King's Wharf Development

Downtown Dartmouth Plan Area



This map is an unofficial reproduction of a portion of the zoning Map for the Downtown Dartmouth Plan Areas.

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



LEGEND

EXISTING	PROPOSED
--- SUBJECT PROPERTY	--- SUBJECT PROPERTY
--- SUBORDINATING PARCELS	--- PUBLIC ACCESS ELEMENT
--- ROAD RIGHT OF WAY	--- ROAD EDGE OF PAVEMENT
--- PLANTER - STREET	--- BENCH

Data Source

- Boundary - Alderney Surveys 2008
- Topographic - Thompson Con Ltd.
- Architecture - Lydon Lynch, Michael Nijjer Architecture

Note

- Buildings & parking structure information indicated represent current structures as provided by Lydon Lynch and M. Nijjer.
- Refer to Urban Layout and M. Nijjer elevations and floor plates for building specific information.
- Refer to SWS Analysis, Phase 1 High Street Extension drawings for road and services specific information.
- No existing vegetation to retain.
- For landscaping details, enlarged views, and cross-sections, see: Sheet L1 - King Street Park B; Sheet L2 - King Street Park B; Sheet L3 - King Street Park B; Sheet L4 - Cross-sectional Views

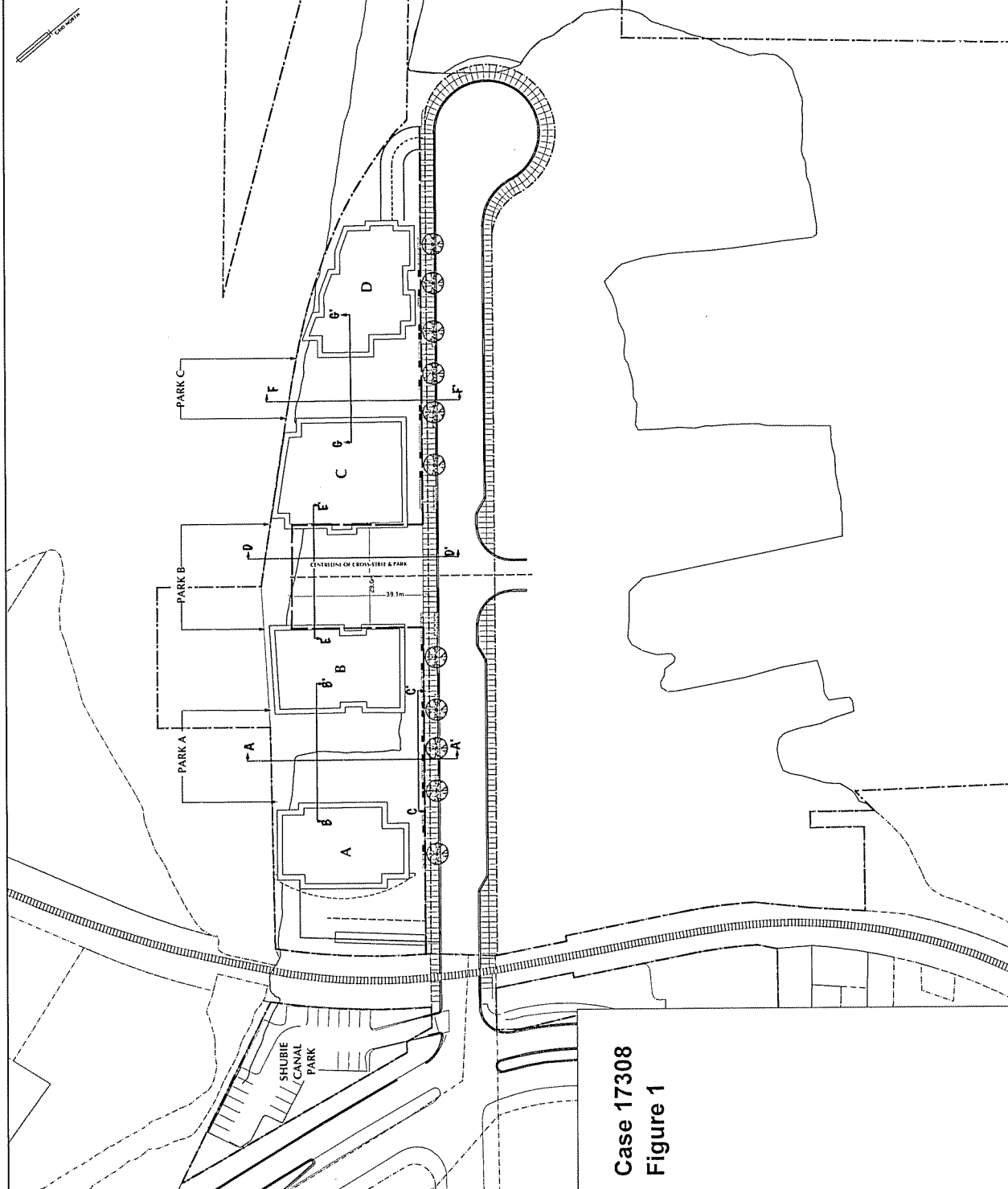
No.	Date	Description	Rev. 2
14	11/03/19	REVISED FOR BUILDING FOOTPRINTS	IMB
13	09/11/27	REVISED AS PER IRMA COMMENTS	IMB
12	09/11/23	REVISED AS PER IRMA COMMENTS	IMB
11	09/11/21	REVISED AS PER IRMA COMMENTS	IMB
10	09/06/24	ISSUED FOR PHASE 1 STAGE 2 DA	IMB
9	22/02/20	FOR DISCUSSION	IMB
8	09/04/13	ISSUED FOR APPROVAL	IMB

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**KING'S WHARF DEVELOPMENT
 STAGE II DEVELOPMENT AGREEMENT PLAN
 PHASE 1**

SCHEDULE 'C' SITE PLAN

Date	13/04/19	Drawn	DC	Project No.	100-273
Scale	1:500	Checked	IMB	Draw No.	
Author		Approved	IMB	IRMA No.	
Checked		Sheet	51		



**Case 17308
 Figure 1**

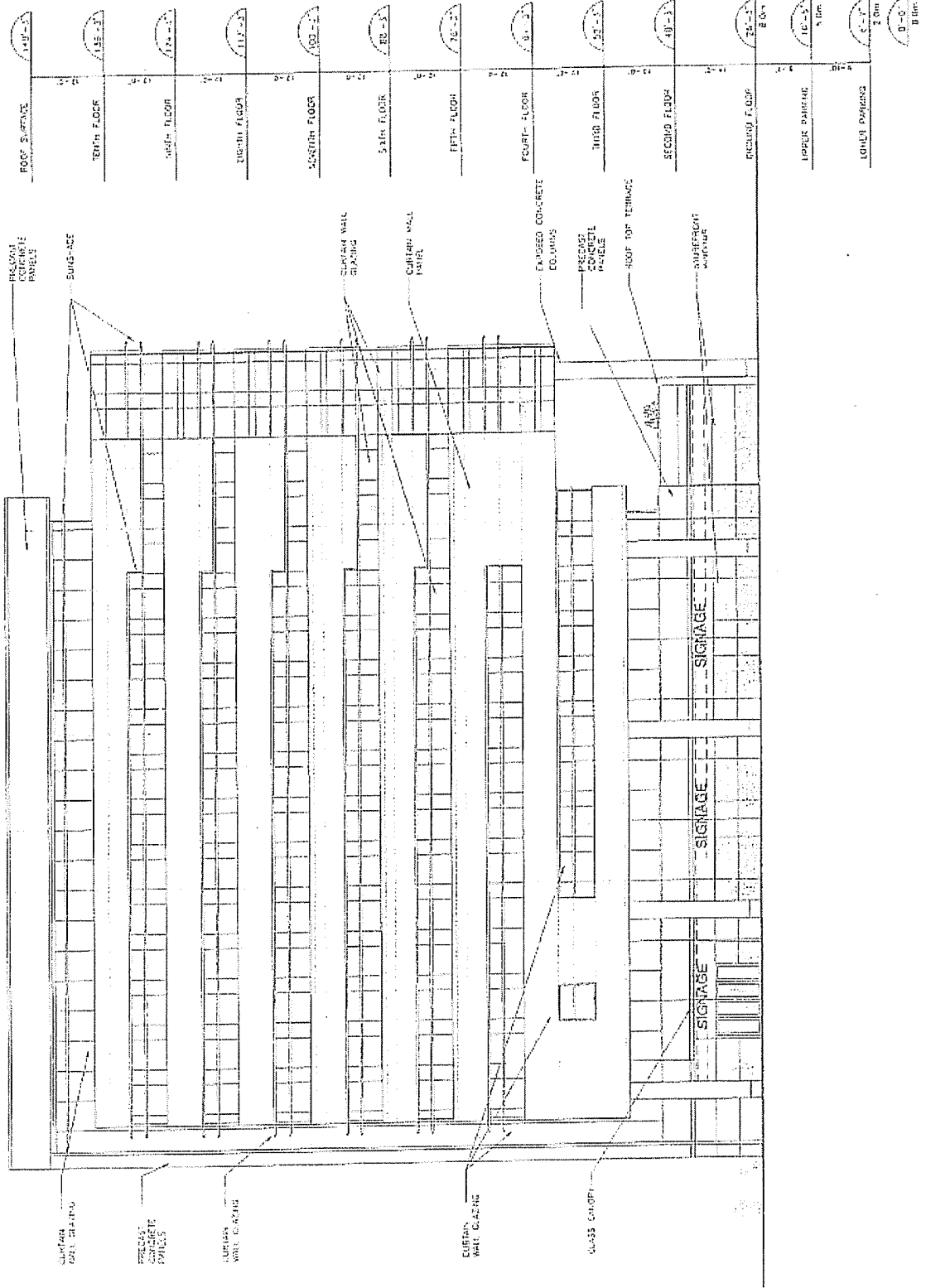
KING'S WHARF

Schedule H1:
Building Elevations
Building D (West)

BUILDING D
WEST ELEVATION
KING STREET ELEVATION

SCALE 1/8"=1'-0"
APRIL 09, 2009

LYDON LYNCH
ARCHITECTURE



Case 17308
Figure 2

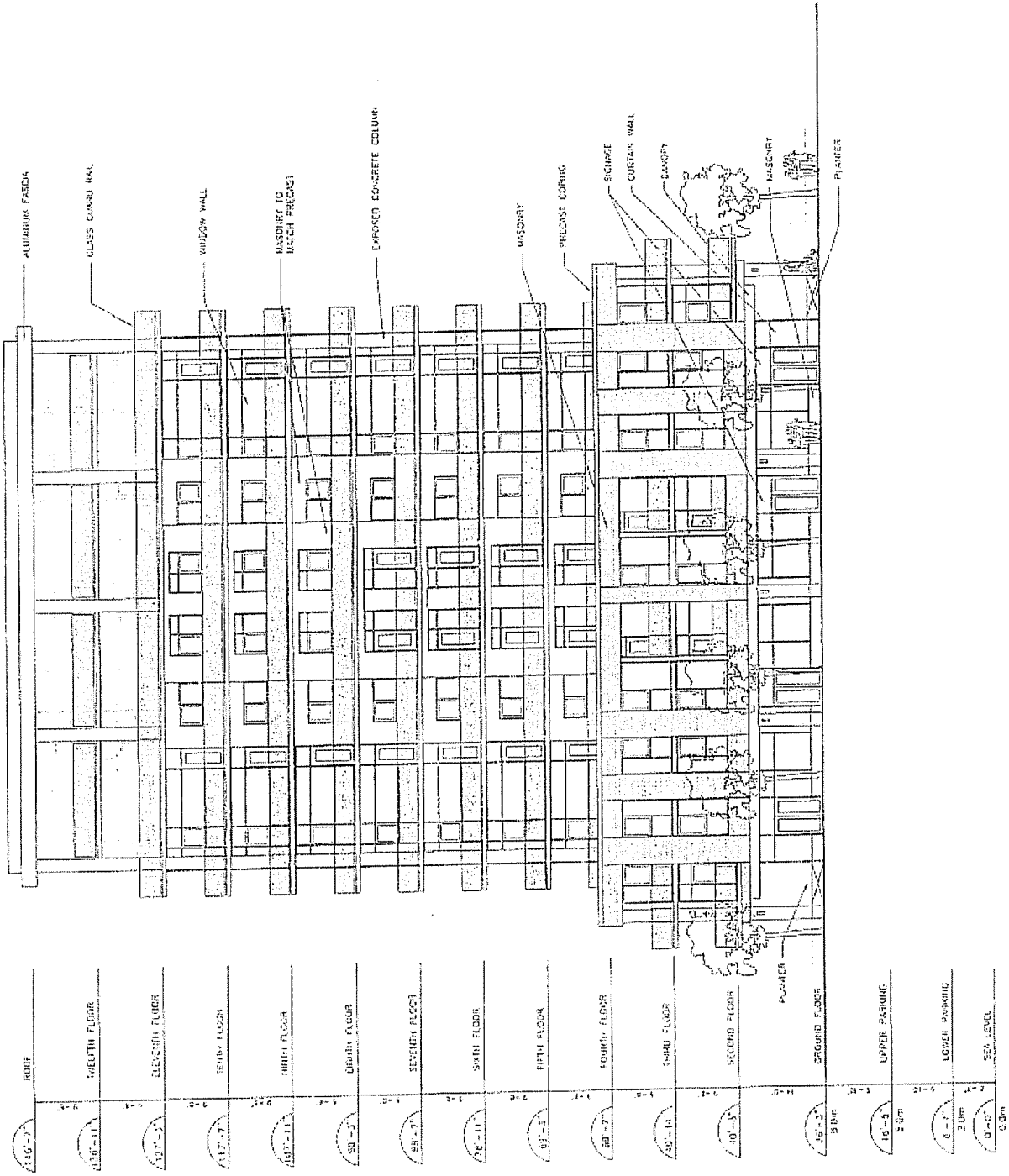
KING'S WHARF

Schedule G1:
Building Elevations
Building C (West)

BUILDING C
WEST ELEVATION
KING STREET ELEVATION
SCALE 1/8"=1'-0"

REVISED
AUGUST 10, 2009

LYDON LYNCH
ARCHITECTURE



Case 17308

Figure 4

AND WHEREAS the Harbour East Community of the Municipality granted approval of a Stage 1 Development Agreement pertaining to the mixed use concept plan for the Kings Wharf development project on the Lands, which said Agreement was registered at the Land Registry Office in Halifax as Document Number 94067684 (hereinafter called the "the Stage 1 Agreement");

AND WHEREAS the Harbour East Community Council of the Municipality did, at a meeting on November 12, 2009, grant approval of a non-substantive amendment to the Stage 1 Agreement that revised the phasing plan and schedule for development of the Lands, which said Amending Agreement was registered at the Land Registry Office in Halifax as Document Number (hereinafter called the "Stage 1 Amending Agreement");

AND WHEREAS the Harbour East Community Council of the Municipality did, at a meeting on December 3, 2009, grant approval of a Stage 2 Agreement that allowed construction of Phase 1 on the Lands, which said Agreement was registered at the Land Registry Office in Halifax as Document Number 95534534 (hereinafter called the "Original Stage 2 Agreement");

AND WHEREAS the Developer has requested that the Municipality revise the Original Stage 2 Development Agreement to reflect changes to the design and land use of Buildings A, B, C and D in Phase 1;

AND WHEREAS the Harbour East Community Council of the Municipality approved this request at a meeting held on _____, 2012, referenced as Municipal Case Number 17308,

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 the executed Stage 1 Agreement and this Stage 2 Agreement.

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

Except as otherwise provided for herein, the development, subdivision and use of the Lands shall comply with the requirements of the Downtown Dartmouth Land Use By-law 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 or the Regional Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer and/or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law or the Regional Subdivision 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 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 All words unless otherwise specifically defined herein shall be as defined in the Downtown Dartmouth Land Use By-law and the Regional Subdivision By-law.

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, is in conformance with the following schedules attached to this Stage 2 Agreement and the plans filed in the Halifax Regional Municipality as Case Number 17308:

Schedule A	Legal Description of the Primary Lands
Schedule B	Legal Description of the Secondary Lands
Schedule C	Site Plan
Schedule D1-D4	Building Elevations - Building A
Schedule E1-E4	Building Elevations - Building B
Schedule F1-F4	Building Elevations - Building C
Schedule G1-G4	Building Elevations - Building D
Schedule H1	Concept Plan - Park A (Private Park)
Schedule H2	Concept Plan - Park B
Schedule H3	Concept Plan - Park C (Private Park)
Schedule H4	Cross Sections - Public and Private Parks

3.2 Discharge of Original Stage 2 Agreement

The Original Stage 2 Agreement that applies to a portion of the Lands shall be discharged through a separate discharging agreement.

3.3 Requirements Prior to Approval

3.3.1 Notwithstanding any other provision of this Stage 2 development agreement, the Stage 1 Agreement shall remain in force. Development of the Lands shall comply with all applicable requirements and provisions of the Stage 1 development agreement in the opinion of the Development Officer.

- 3.3.2 Prior to the issuance of any Development Permit or Construction Permit, the Developer must obtain Final Design Approval and enter into a Subdivision Agreement with the Municipality as well as a Services Agreement with Halifax Water for the proposed street and municipal infrastructure applicable to Phase 1.
- 3.3.3 No Construction Permit for Buildings A, B, C or D shall be issued unless any relevant securities have been deposited with the Municipality in accordance with this Stage 2 Agreement and the Subdivision Agreement.
- 3.3.4 Prior to the issuance of a Construction Permit for Buildings A, B, C or D, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
- (a) Lighting Plan in accordance with Section 3.10 of this Agreement; and
 - (b) Landscaping Plan in accordance with Section 3.12 of this Agreement.
- 3.3.5 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
- (a) Certification from a qualified Professional Engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to this Agreement;
 - (b) Certification from a qualified Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement;
 - (c) Certification from a qualified professional indicating that the Developer has complied with the Landscaping Plan required pursuant to this Agreement; and
 - (d) Certification from a qualified professional indicating that the Developer has complied with the Lighting Plan required pursuant to this Agreement.
- 3.3.6 Prior to the issuance of the Occupancy Permit for each of Buildings A, B, C and D, public art, cash in lieu of public art, or relevant securities shall be provided to the satisfaction of the Development Officer, in accordance with Section 3.8 of this Stage 2 Agreement.
- 3.3.7 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.

- 3.3.8 Notwithstanding Section 3.3.7, if relevant securities have been posted in accordance with this Stage 2 Agreement or the Subdivision Agreement, to the satisfaction of the Development Officer, an Occupancy Permit may be issued.

3.4 General Description of Land Use

The use(s) of the Lands permitted by this Agreement shall be limited to the following:

- (a) Building A shall be a multi-unit residential building which shall not exceed a height of 150 feet above sea level. The ground floor of Building A, which is the main floor/entrance level from the new public street, shall contain commercial uses permitted within the Downtown Business Zone of the Downtown Dartmouth Land Use By-law. Building A shall conform with Schedules C, and D1 - D4 in the opinion of the Development Officer;
- (b) Building B shall be a multi-unit residential building that shall not exceed a height of 150 feet above sea level. The ground floor of Building B, which is the main floor/entrance level from the new public street, shall contain commercial uses permitted within the Downtown Business Zone of the Downtown Dartmouth Land Use By-law. Building B shall conform with Schedules C, and E1 - E4, in the opinion of the Development Officer;
- (c) Building C shall be a multi-unit residential building that shall not exceed a height of 150 feet above sea level. The ground floor of Building C, which is the main floor/entrance level from the new public street, shall contain commercial uses permitted within the Downtown Business Zone of the Downtown Dartmouth Land Use By-law. Building C shall conform with Schedules C, F1 -F4, in the opinion of the Development Officer;
- (d) Building D shall be a multi-unit residential building that shall not exceed a height of 150 feet above sea level. The ground floor of Building D, which is the main floor/entrance level from the new public street, shall contain commercial uses permitted within the Downtown Business Zone of the Downtown Dartmouth Land Use By-law. Building D shall conform with Schedules C, and G1-G4, in the opinion of the Development Officer;
- (e) Additional commercial space shall be permitted on the second and third floors of Buildings A, B, and D, and on floors two through five of Building C, for those commercial uses permitted by the Downtown Business Zone of the Downtown Dartmouth Land Use Bylaw. Modifications to the building elevations, specifically the

addition or removal of balconies, for those floors, shall be permitted in order to accommodate the alternate use;

- (f) Park and outdoor private amenity areas shall be provided as illustrated on Schedule C. The Developer shall provide the Municipality with a public access easement over a portion of the underground parking structure between Buildings B and C, as illustrated on Schedules C and H2 for the purpose of ensuring that Park B is a publically accessible park;
- (g) The Municipality forgoes the opportunity to acquire any public easement, liability or maintenance obligations for Parks A and C. For clarification, Parks A and C shall be owned and maintained by the Developer and developed as generally illustrated on Schedule C and in accordance with Section 3.11 of this Stage 2 development agreement; and
- (h) A floating marine/jetty facility for launching small boats shall be permitted adjacent the rear of Buildings A, B, C and D in accordance with Marine Business Zone requirements. The Developer shall submit verification that all applicable permits or approvals related to the proposed marina use have been granted by the Government of Canada and the Government of Nova Scotia prior to issuance of any Municipal Permits for this marina/jetty facility.

3.5 Phasing

Both parties agree that phasing of the Development shall be subject to the phasing provisions set out in the Stage 1 development agreement, as amended.

3.6 Detailed Provisions For Land Use

3.6.1 Notwithstanding the maximum height requirements of Sub-section 3.4 of this Agreement, hand railings and other non-structural features may be permitted on the roof of Buildings A, B, C, and D, provided that information is submitted, to the satisfaction of the Development Officer, that verifies that these features do not intrude into the viewplanes established pursuant to the Downtown Dartmouth Land Use By-law or conflict with Section 3.9 (Viewplanes) of the Stage 1 development agreement. Furthermore, other roof mounted structures or features shall be permitted in accordance with the Land Use By-law provided that they do not intrude into the viewplanes.

Subdivision

- 3.6.2 All parcels shall have frontage on a public street in accordance with the Regional Subdivision By-law and as generally illustrated on Schedule C.
- 3.6.3 Notwithstanding Sub-section 3.6.2, the minimum width and depth requirement of Section 33 of the Regional Subdivision By-law may be waived at the discretion of the Development Officer for the purpose of subdividing the Promenade.
- 3.6.4 Notwithstanding Subsection 3.6.2, the minimum frontage requirement of Section 32 of the Regional Subdivision By-law may be waived at the discretion of the Development Officer for the purpose of subdividing the Promenade as set out in Section 3.1.5 and on Schedule E of the Stage 1 Agreement.

3.6.5 Mix of Residential Units

The Developer agrees that the multi-unit residential buildings (Buildings A, B, C and D) shall contain the following mix of unit types:

- (a) The total maximum allowable number of residential units in Buildings A, B, C and D shall be limited to 300, until a second access to the Lands has been constructed.
- (b) The overall number of dwelling units to be built shall provide a mix of unit types as follows:
- (i) At least 12% of units shall contain 3 bedrooms;
 - (ii) At least 42% of units shall have 2 bedrooms or 2 bedrooms plus den;
 - (iii) Up to 38% of units may have 1 bedroom or 1 bedroom plus den;
 - (iv) Not more than 8% of units shall be studio units.
- (c) Notwithstanding 3.6.5 (b), the distribution of unit types may be varied by up to 10% of the number of units required by the stated ratios.
- (d) Notwithstanding 3.6.5 (b) and (c), Building C shall contain a minimum of six 3-bedroom units and twenty one 2-bedroom units, and Building D shall contain a minimum of ten 3-bedroom units, and thirty 2-bedroom units.

3.7 Siting and Architectural Requirements

- 3.7.1 The Developer agrees that the siting and location of Buildings A, B, C, D and the underground parking structure shall, in the opinion of the Development Officer, conform with the site plan included with this Stage 2 Agreement as Schedule C.

- 3.7.2 The Developer agrees that the design, form and exterior appearance and materials of Buildings A, B, C and D shall, in the opinion of the Development Officer, conform with the Building Elevations included with this Stage 2 Agreement as Schedules D1 - D4, E1 - E4, F1 - F4 and G1 - G4 respectively.
- 3.7.3 The building elevations for Buildings B and C, included as Schedules E1 – E4 and F1-F4 respectively, shall establish the overall structural design and form for these buildings. In order to provide a varied but complimentary appearance at the pedestrian level along the new public street (Floors 1-3 at the public street elevation) in accordance with Subsection 3.3.11 of the Stage 1 Agreement, variations in elements such as the colour, texture and/or materials of non-structural design elements such as masonry, signage, landscaping, lighting and canopies shall be provided for Buildings B and C. Both parties agree that the Municipality shall not issue a Development Permit for Building C until satisfied that the requirements of this Subsection have been met in order to provide variation in the non-structural pedestrian level design elements of Buildings B and C.
- 3.7.4 The Developer agrees that the gross floor area of Buildings A, B, C and D shall not exceed the following:
- (a) Building A: 126,000 square feet
 - (b) Building B: 120,000 square feet
 - (c) Building C: 118,000 square feet
 - (d) Building D: 120,000 square feet
- 3.7.5 Notwithstanding any other provision of this Stage 2 Agreement, areas of the shared parking structure devoted to parking shall not count toward gross floor area maximums as set out in Subsection 3.7.4.
- 3.7.6 The Developer agrees that roof mounted mechanical and/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. Furthermore, such equipment shall be subject to the requirements of the Downtown Dartmouth Land Use By-law and is not permitted to violate any established viewplane.
- 3.7.7 Any exposed foundation in excess of 1 metre that is visible from a public street or public or private park shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

- 3.7.8 All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.7.9 Buildings shall be designed such that the mechanical systems (HVAC, cooking exhaust fans, etc.) are not visible from any public street or public or private park unless fully screened to the satisfaction of the Development Officer.
- 3.7.10 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade and serve to enhance the pedestrian environment, in the opinion of the Development Officer.
- 3.7.11 The Municipality agrees that the Developer shall be entitled to minor modifications to the architectural requirements of this section, including a reduction in window glazing not to exceed 25% per building, and the substitution of exposed concrete panels for precast concrete panels and vice versa.
- 3.7.12 The Municipality agrees that the Developer shall be entitled to minor modifications to the siting and location of buildings as illustrated on Scheduled C, provided the changes are minor in nature and comply with the intent of this Stage 2 Agreement and the Stage 1 Agreement, and do not result in a reduction in the area of Park B.

3.8 Public Art

- 3.8.1 The Developer agrees to provide public art, as defined in HRM's public art policy, at an appraised value of 1% of the total construction costs for Buildings A, B, C and D, at a publically accessible location(s) on the Lands. The Developer may propose the nature, location, and design of the proposed piece(s) which shall be reviewed and approved by the Municipality.
- 3.8.2 In the event that public art cannot be included in this phase, the Developer agrees to provide a contribution for public art through one of the following methods:
- (a) A 1% cash-in-lieu contribution based on the total construction costs of Buildings A, B, C, and D; or
 - (b) The Developer may post security in the amount of 1% of the total construction costs for Buildings A, B, C, and D. 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 as approved by the Development Officer.

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

- 3.8.3 The Developer shall be permitted to provide the public art, cash-in-lieu contribution or security deposit on a building by building basis as the development progresses.
- 3.8.4 No Occupancy Permit shall be issued for any building unless the public art contribution requirements for that building, as set out in Subsections 3.8.1, 3.8.2, and 3.8.3, have been submitted and accepted to the satisfaction of the Development Officer.
- 3.8.5 Public art shall be included on the north elevation of Building D, in conformance with the general location and the minimum size as shown on Schedule G3.

3.9 Parking, Circulation and Access

- 3.9.1 The location of driveway entrances to the underground parking structure, shall be provided as generally illustrated on Schedule C.
- 3.9.2 Notwithstanding section 3.9.1, the detailed design of the driveway entrances and exits to the underground parking structure shall be approved by the Development Engineer prior to the issuance of any Development or Construction permit for Buildings A, B, C or D. The Development Engineer may require supporting studies or information be submitted and approved by HRM for the detailed design of these features prior to issuance of Development or Construction Permits.
- 3.9.3 Parking for each of Buildings A, B, C and D shall be provided in accordance with the Stage 1 Agreement to the satisfaction of the Development Officer. If back to back vehicular spaces are proposed, any parking space for which access/egress is obtained through another parking spot shall not count toward the required parking for the buildings.

3.10 Building and Site Lighting

- 3.10.1 Lighting shall be directed to driveways, parking areas, loading areas, building entrances walkways, public parks and private outdoor amenity spaces and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.10.2 Prior to the issuance of a Construction Permit for each building, the Developer shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with Section 3.10 of this Stage 2 Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:

- a) The location, on the building and on the premises, of each lighting device; and
- b) A description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.

3.10.3 The Lighting Plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of Section 3.10 of this Stage 2 Agreement. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

3.11 Private Amenity Space

3.11.1 The Municipality shall not acquire easements for Parks A or C, in accordance with Subsection 3.7.9.2 of the Stage 1 Agreement. The Developer shall receive amenity space credit for portions of Parks A and C identified on Schedules C, H1 and H3 as “private recreational amenity space” and which comply with Subsection 3.12.1 and 3.12.2.

3.11.2 Amenity space for the benefit of the residents of each multi-unit residential building (Buildings A, B, C and D) shall be provided in accordance with the requirements of the Downtown Dartmouth Land Use By-law. The required amenity space for each of these buildings shall be reduced by 25%.

3.11.3 Further to Subsection 3.11.2 the required amenity space may include, but not be limited to, common recreational areas, fitness areas, gardens, marinas, play areas, recreational rooms, roof decks, swimming pools, tennis courts and common libraries and conservatories. Amenity space shall include all area(s) of each lot set aside for the purposes of visual improvement or recreation and not used for buildings, structures, parking areas or driveways, and shall include areas of grass, flower beds, shrubbery, trees and landscaping, and balconies and sundecks.

3.12 Landscaping

3.12.1 Prior to the issuance of a Construction Permit for each building, the Developer agrees to provide a Landscape Plan(s), for all public and private landscaped areas, which comply with the provisions of this section and generally conforms with the overall intentions of the landscaping features and details as illustrated on Schedules C and H1 - H4 as well as all applicable landscaping elements required pursuant to the executed Subdivision Agreement and Final Design Approval issued for any public street or infrastructure or public easement required pursuant to Subsection 3.3.2. The Landscape Plan(s) 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.

- 3.12.2 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.
- 3.12.3 The Municipality agrees that the Developer shall be entitled to minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands and are consistent with the overall intent of any landscaping required pursuant to any Subdivision Agreement or Final Design Approval issued for any public street or infrastructure or public easement.
- 3.12.4 Planting details for each type of plant material proposed on the plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.12.5 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as fencing, retaining walls, pergolas, five stream waste disposal facilities, benches, and lighting shall be provided to the Development Officer, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of individual buildings and the character of the surrounding area.
- 3.12.6 The Landscape Plan(s) shall provide details of all ground level open spaces, courtyards and rooftop gardens and open spaces as shown on the attached Schedules. The plan(s) shall specify all model numbers, quantities and manufacturers of site furnishings as well as construction details of landscaping features (pergolas, benches, etc.).
- 3.12.7 All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or an acceptable equivalent in the opinion of the Development Officer.
- 3.12.8 Details of all retaining wall systems are to be identified, including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination should be provided and certified by a professional engineer.
- 3.12.9 Planting materials shall be carefully selected for their ability to survive in their specific location relative to such factors including but not limited to sunlight/shade conditions, or rooftop and sea exposure conditions.

3.12.10 All streetscape landscaping and design elements required by the executed Subdivision Agreement of Final Design Approval pursuant to Subsection 3.3.2 of this Agreement shall be identified on the required Landscaping Plan(s).

3.13 Maintenance

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the buildings, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping with the exception of any areas owned by the Municipality or for which a public easement has been granted to the Municipality. The Developer's maintenance obligations shall include the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/salting of walkways and driveways.

3.14 Public Open Space

3.14.1 The Developer shall provide public parks as generally shown on Schedules C, H2, H4 and in accordance with Section 3.14 of this Stage 2 Agreement, Section 3.7 of the Stage I Agreement, and the Subdivision Agreement, and Final Design Approval for any public street, easement or infrastructure required pursuant to Subsection 3.3.2 of this Stage 2 Agreement.

3.14.2 The park dedication for Phase 1 shall include the transfer of ownership, from the Developer to the Municipality, of the Shubenacadie Canal Park and the Developer shall provide the Municipality with a deeded public easement for Park B.

3.14.3 The Developer agrees that ownership of the Shubenacadie Canal Park shall be transferred to HRM at the time that HRM assumes ownership of the new public street which will access the Lands from Alderney Drive at a location opposite King Street. No Occupancy Permit shall be issued for any building until this ownership transfer has occurred to the satisfaction of the Development Officer and an HRM Parkland Planner.

3.14.4 Prior to issuance of a Construction Permit for Building C or D, the Developer shall, through a qualified professional Landscape Architect, using the HRM Park Planning and Development Guidelines, be responsible to prepare a Park Development Site Plan and preliminary cost estimates for Park B. The Site Plans and Cost Estimates are to be approved by the Development Officer.

3.14.5 Prior to issuance of an Occupancy Permit for Building C or D, the Developer shall provide the Municipality with the following:

- (a) A perpetual public easement for use of the area identified as Park B on Schedules C, H2 and H4 as a public park; and
- (b) A letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all Park B landscaping and park amenity features required pursuant to the terms of this Development Agreement and the Subdivision Agreement has been completed.

3.14.6 Notwithstanding subsection 3.14.5, the Municipality shall be responsible for the maintenance of Park B and associated park amenity features only. The Municipality shall be indemnified from any responsibility for any maintenance or liability related to the parking structure located under Park B.

3.14.7 The Park Dedication shall be considered to meet all of the requirements of the Regional Subdivision By-law. Park Dedication can be Land, or Equivalent Value in design, development, cash or a combination thereof.

3.14.8 Notwithstanding Subsection 3.14.5 the Occupancy Permits for Buildings C or D may be issued provided the Developer supplies a security deposit in the amount of 110 percent of the estimated land value of Park B and the estimated cost to complete the landscaping. 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 this 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.

3.15 View Corridors

The View Corridor from the Halifax Harbour to the Dartmouth Cove via Park B and the future construction of Anchorage Lane shall be provided as required pursuant to Subsection 3.10.3 of the Stage 1 Agreement. The view corridor shall be unobstructed by public or private buildings, structures or infrastructure and shall be a minimum of 50 feet in width.

3.16 Signs

3.16.1 Except where specifically varied by this Agreement, signs shall be permitted in accordance with the Downtown Business Zone of the Downtown Dartmouth Land Use By-law as amended from time to time.

Signage shall be limited to identifying the business on the Lands and limited to:

- (a) Projecting and/or canopy signs may be permitted provided that encroachment permits/licenses are approved if abutting the right-of-way where applicable;
 - (b) No flashing lights shall be incorporated in any sign and any lighting shall be arranged so as not to be directed at neighbouring properties;
 - (c) Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site;
 - (d) Minor directional ground and fascia signs as may be required for vehicular/pedestrian traffic and "way-finding" purposes; and
 - (e) A maximum of one permanent ground sign shall be permitted at the entrance to the development to denote the community and/or development name. The location of such sign shall require the approval of the Development Officer in consultation with the Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq.m.). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. This section shall not preclude the construction of decorative entrance gates.
- 3.16.3 Notwithstanding any other provision of the Land Use By-law, top floor fascia signage shall be permitted on Building D in accordance with Subsections 9 (a) 2 a) through 9 (a) d) of the Downtown Dartmouth Land Use By-law.
- 3.16.4 Notwithstanding Subsection 3.16.1, lettering on signs shall not exceed 18 inches in height.
- 3.16.5 Notwithstanding Subsection 5 (8) (b) of the Land Use By-law, one (1) backlit sign shall be permitted per building (Buildings A, B, C and D).

3.17 Construction/Sales Trailer

Temporary trailers 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 trailers shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.18 Outdoor Storage and Display

3.18.1 No outdoor storage shall be permitted on the Lands. Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping.

3.18.2 Propane tanks and electrical transformers shall be screened from Alderney Drive and the new public street. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing/masonry walls with suitable landscaping.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 Streets

The design and construction of all streets, sidewalks and municipal infrastructure shall conform with the Stage I Agreement as well as the executed Subdivision Agreement and Final Design Approval required pursuant to Subsection 3.3.2 of this Stage 2 Agreement. All street construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.

4.2 Municipal Water Distribution, Sanitary Sewers and Storm Sewer System(s)

The water, sanitary sewer systems and storm sewer systems shall conform with the Design and Construction Specifications of Halifax Water, the Stage I Agreement as well as the executed Subdivision Agreement and Final Design Approval required pursuant to Subsection 3.3.2 of this Stage 2 Agreement unless otherwise deemed acceptable by Halifax Water.

4.3 Other Approvals

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 sanitary sewer system, water supply system, stormwater sewer and drainage systems, streets, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies, except as provided herein. All roads and

services within the development shall be designed and constructed in conformance with all applicable regulations and specifications of the Municipality, or as otherwise approved by the 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.

4.4 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.

4.5 Solid Waste Facilities

The buildings shall include designated space for five stream (refuse, recycling and composting) source separation services. The designated spaces for source separation services shall be shown on the building plans and approved by the Development Officer and Building Official in consultation with HRM Solid Waste Resources.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

- 5.1 Nova Scotia Environment may require a remedial action plan by an environmental site professional to address the contamination on the Lands, as identified in the Modified Phase I Environmental Site Assessment, as part of any development of the Lands for residential purposes. The Developer shall, through a qualified professional, submit verification of any remediation required by Nova Scotia Environment prior to the issuance of the first Construction Permit for Building A, B, or C.
- 5.2 No Development Permit shall be issued unless an Erosion Plan and Sediment Control Plan, Site Disturbance Plan, Stormwater Management Plan, and a Master Grading and Drainage Plan which focus on this entire phase of the development, as illustrated on Schedule C, and which have been prepared by a qualified Professional Engineer in accordance with the Municipal Services Specifications, are submitted to the Municipality.
- 5.3 The areas to be in-filled shall be restricted to those generally shown on Schedule D of the Stage 1 Agreement. The remaining area of the water lots of the Lands shall not be in-filled.
- 5.4 Notwithstanding sub-section 5.3, the Development Officer may approve changes to the amount of applicable in-fill as long as the changes are minor in nature, in the opinion of the Development Officer.

5.5 The Developer shall provide an approved in-fill plan, from the applicable approval agency for the in-filling of the water lots as shown on Schedule D of the Stage 1 Agreement prior to the Development Officer issuing approval for any Construction Permit within any phase.

5.6 Failure to conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Parts 4 and 5, 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 plans.

PART 6: AMENDMENTS

6.1 All items within this Stage 2 agreement are considered by both parties to be non-substantive and may be amended by resolution of Council, provided that all amendments are consistent with the Stage 1 Agreement.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

7.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Agreement until this Agreement is discharged by Council.

7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within 5 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean issuance of a Construction Permit for one (1) of Buildings A, B, C, or D.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.2, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

7.4.1 If the Developer fails to complete the development after 7 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.

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

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 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 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; and/or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remediation under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Stage 2 Agreement, made in quadruplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2012.

SIGNED, SEALED AND DELIVERED)
in the presence of) **(Insert owner's name here)**
)
_____) Per: _____

SIGNED, SEALED AND DELIVERED)
in the presence of) **(Insert owner's name here)**
)
_____) Per: _____

SIGNED, SEALED AND DELIVERED)
in the presence of) **(Insert owner's name here)**
)
_____) Per: _____

SEALED, DELIVERED AND)
ATTESTED to by the proper)
signing officers of Halifax Regional) **HALIFAX REGIONAL MUNICIPALITY**
Municipality, duly authorized)
in that behalf, in the presence of:)
)
per _____) per: _____
) **MAYOR**

per _____) per: _____
) **MUNICIPAL CLERK**

KING'S WHARF

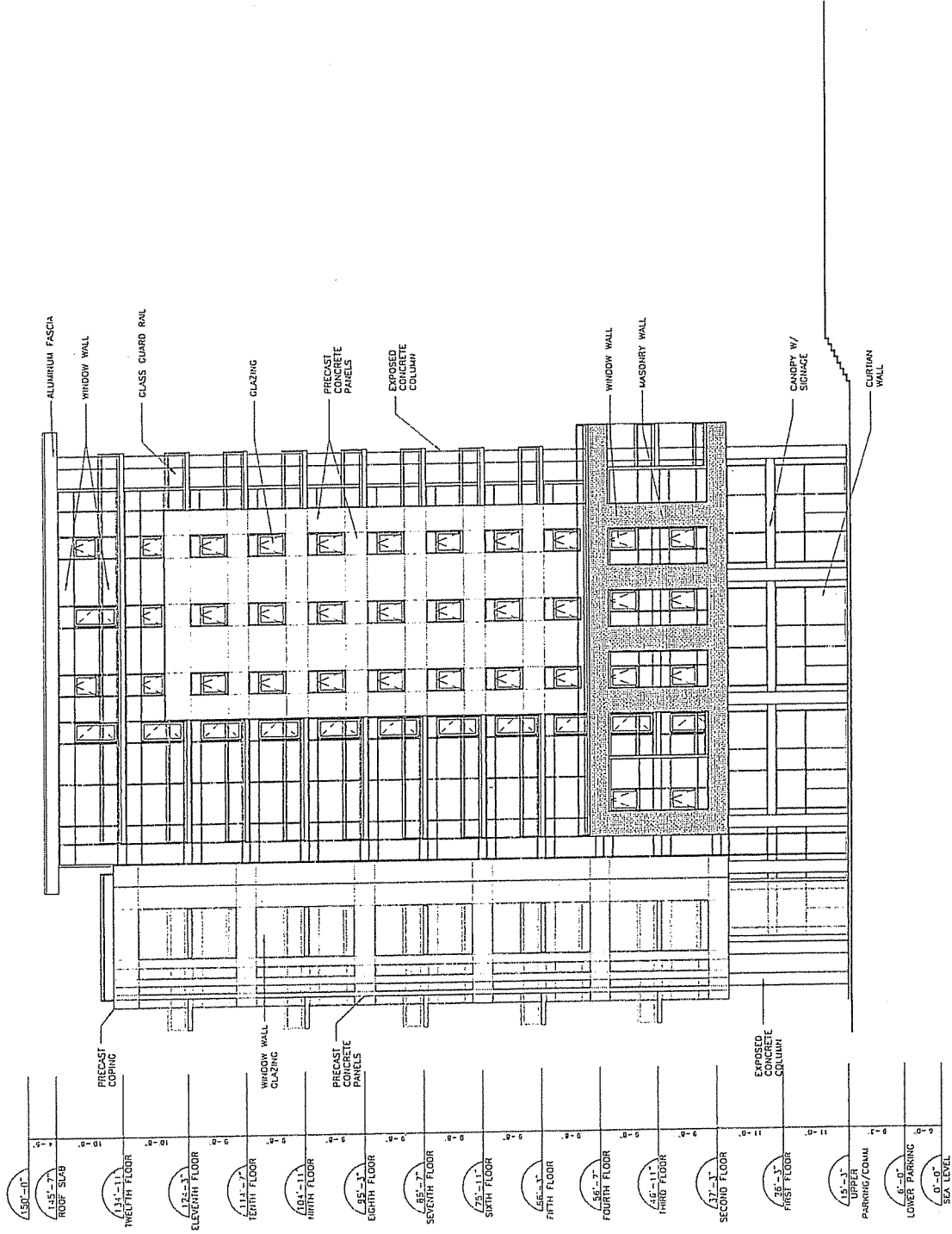
Schedule D1:
Building Elevations
Building A (West)

BUILDING A
WEST ELEVATION
(KING STREET ELEVATION)

SCALE 1/8"=1'-0"

REVISED
NOVEMBER 13, 2009

LYDON LYNCH
ARCHITECTURE



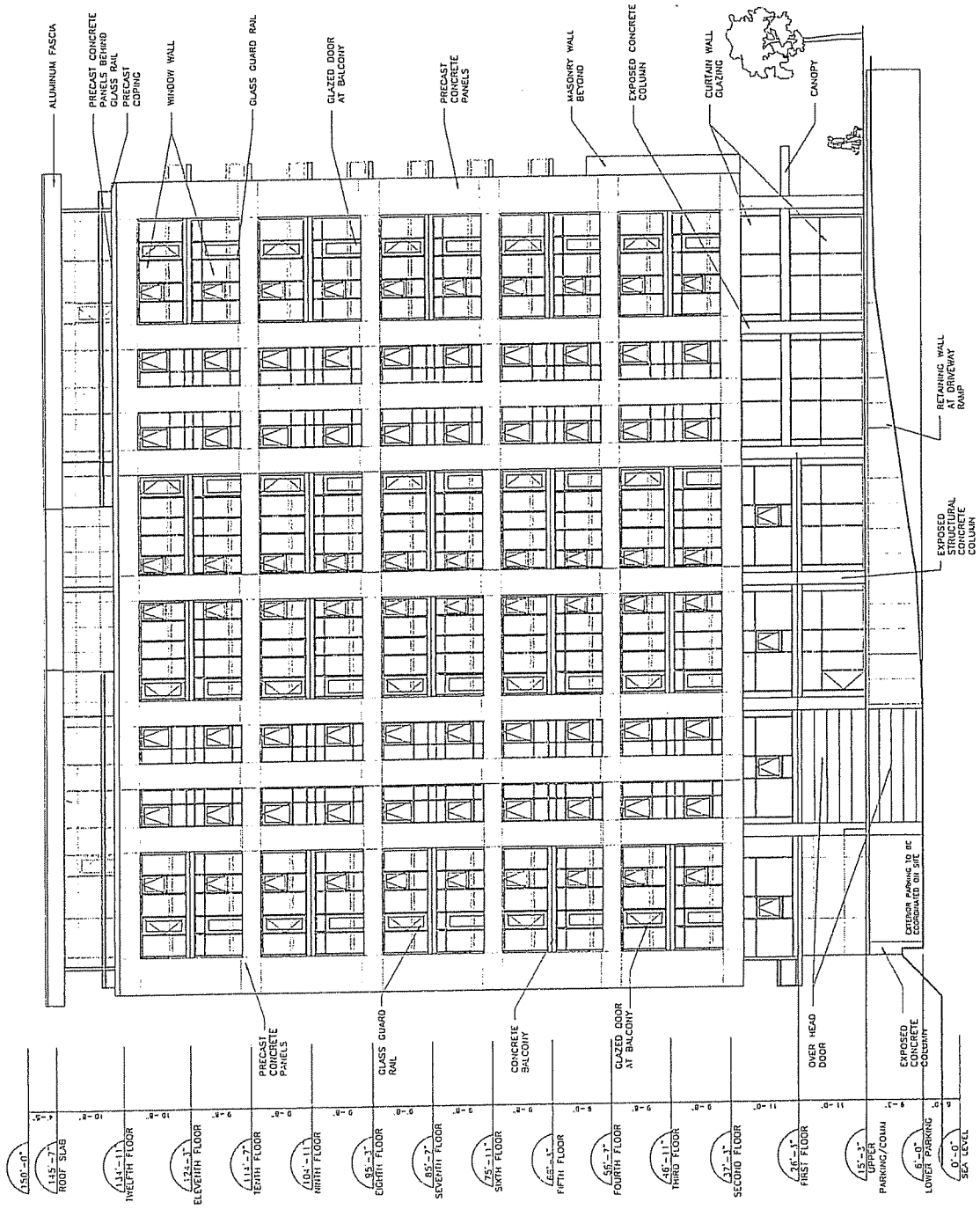
KING'S WHARF

Schedule D2:
Building Elevations
Building A (North)

BUILDING A
NORTH ELEVATION

SCALE 1/8"=1'-0"
REVISED
NOVEMBER 13, 2009

LYDON LYNCH
ARCHITECTURE



KING'S WHARF

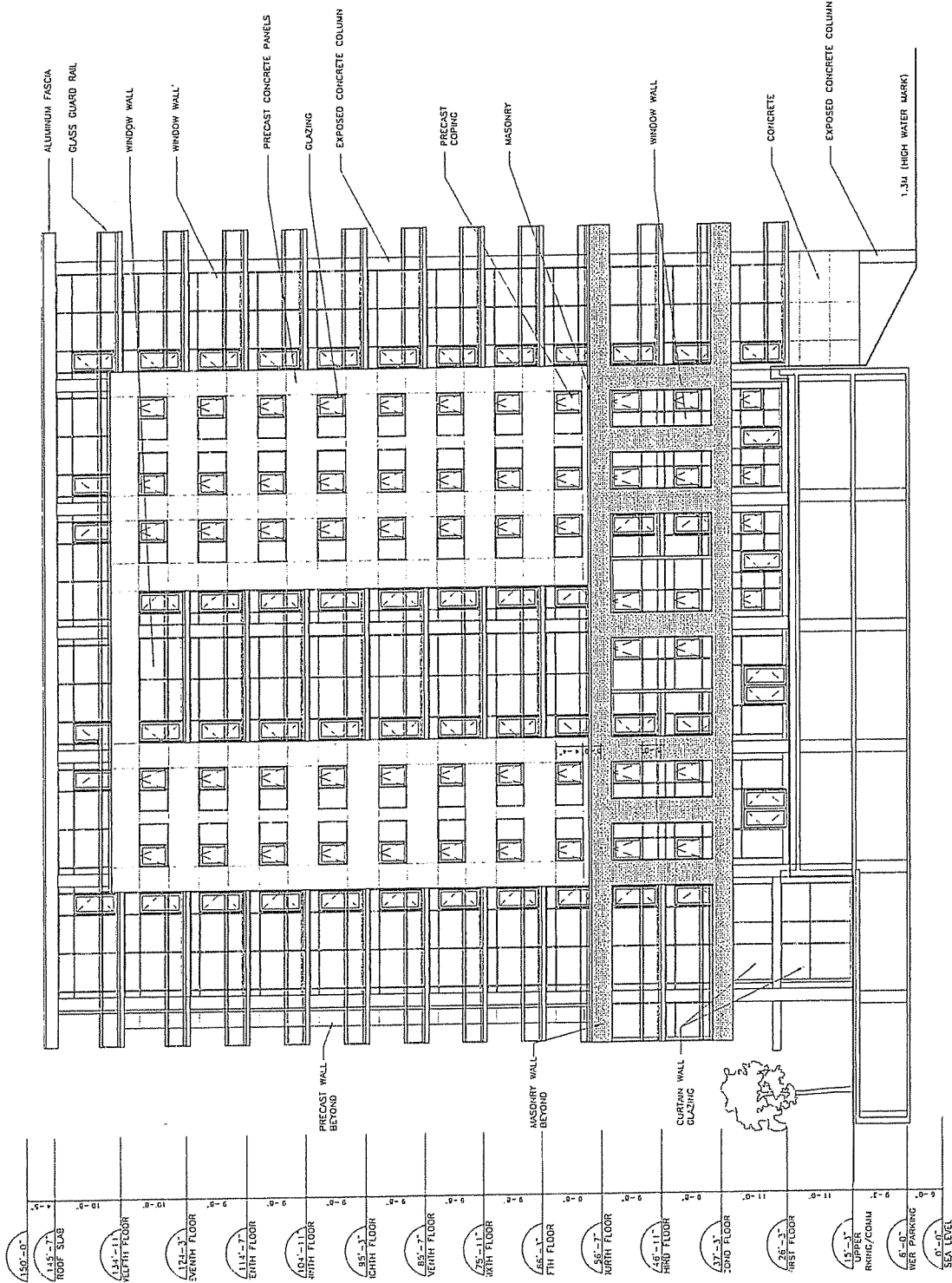
Schedule D4:
Building Elevations
Building A (South)

BUILDING A
SOUTH ELEVATION

SCALE 1/8"=1'-0"

REVISED
NOVEMBER 13, 2009

LYDON LYNCH
ARCHITECTURE



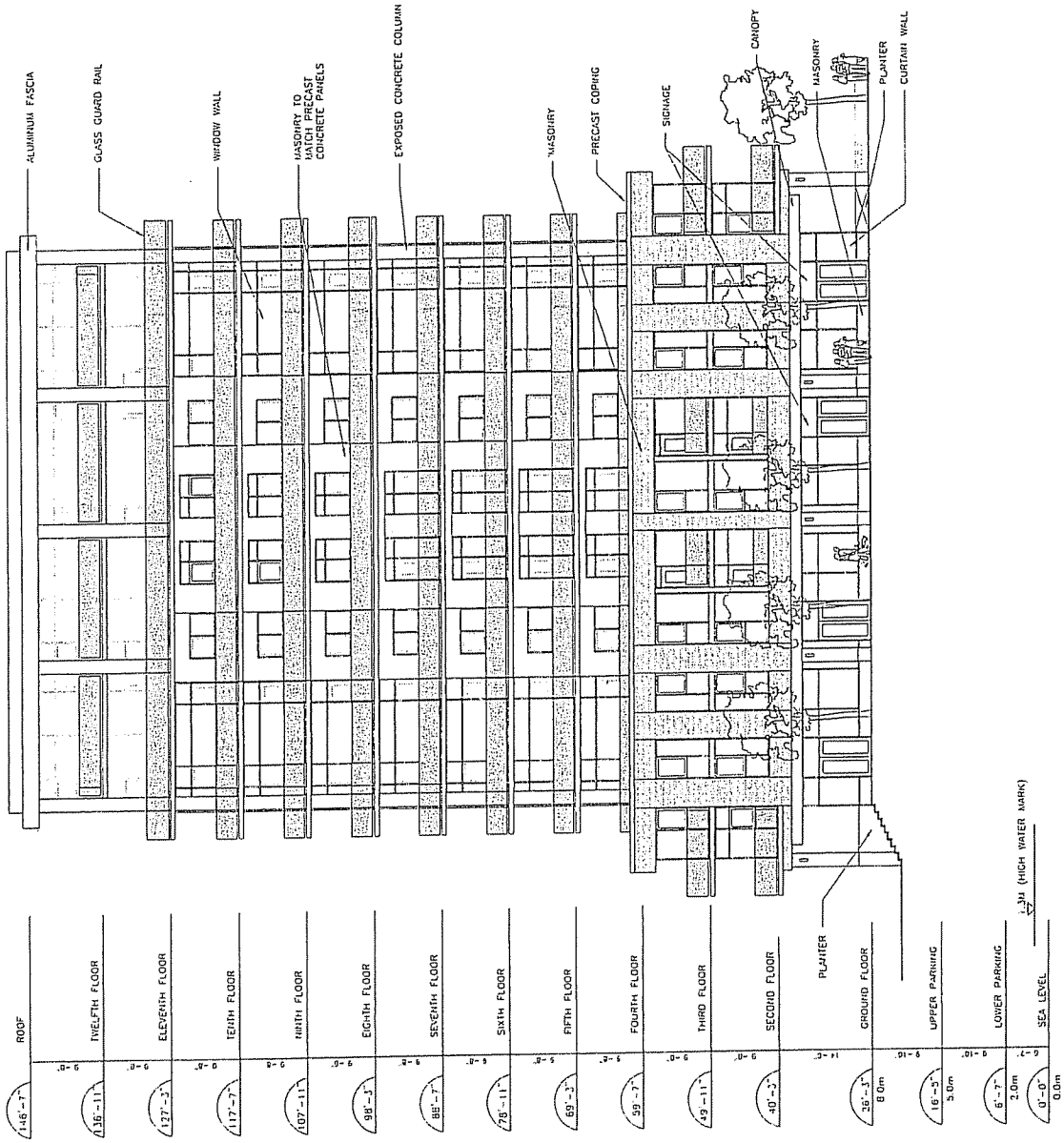
KING'S WHARF

Schedule Et:
Building Elevations
Building B (West)

BUILDING B
WEST ELEVATION
KING STREET ELEVATION
SCALE $\frac{1}{16}'' = 1'-0''$

APRIL 09, 2009

LYDON LYNCH
ARCHITECTURE

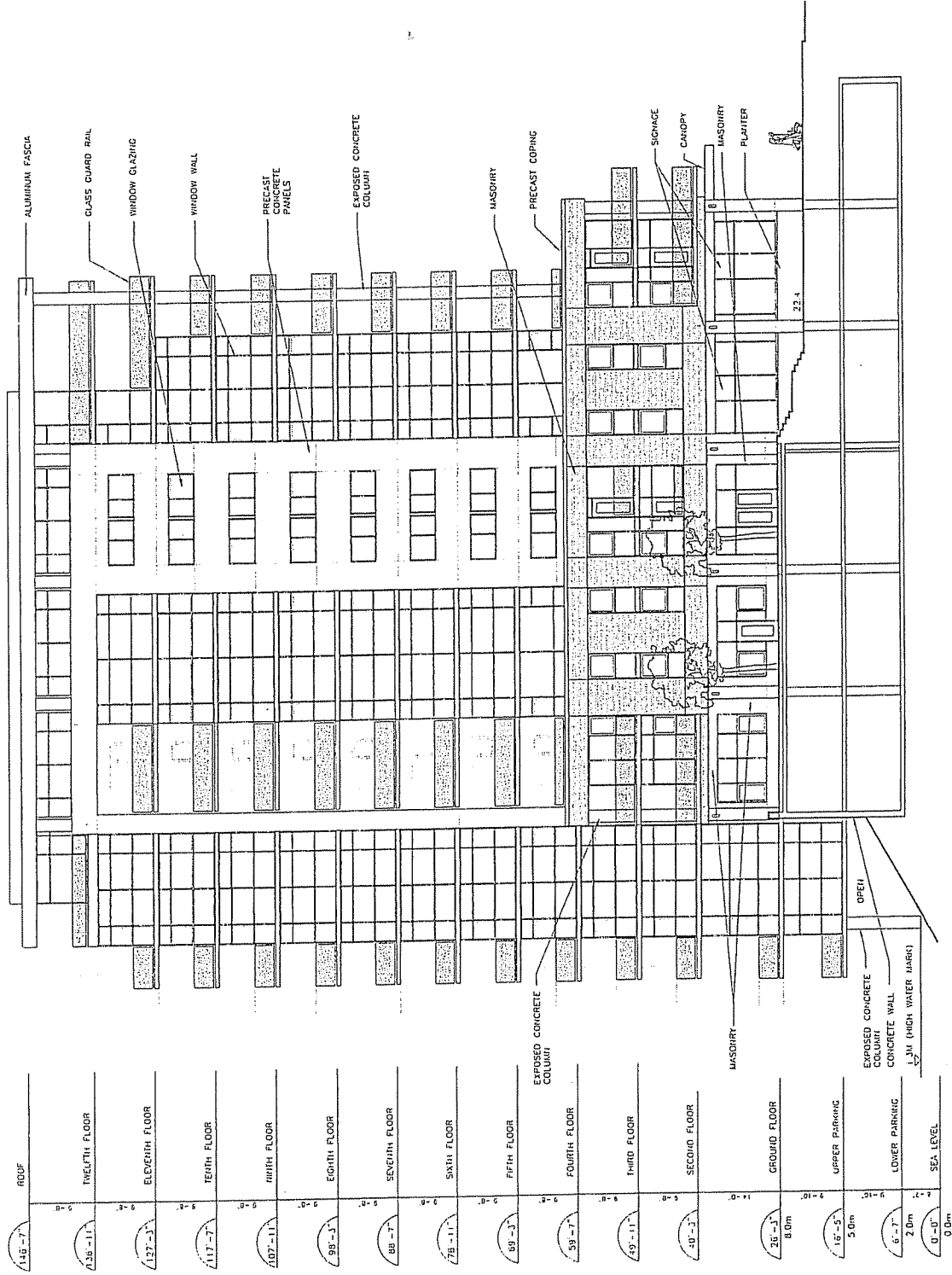


KING'S WHARF

Schedule E2:
Building Elevations
Building B (North)

BUILDING B
NORTH ELEVATION
SCALE 1/16"=1'-0"

APRIL 09, 2009
LYDON LYNCH
ARCHITECTURE



KING'S WHARF

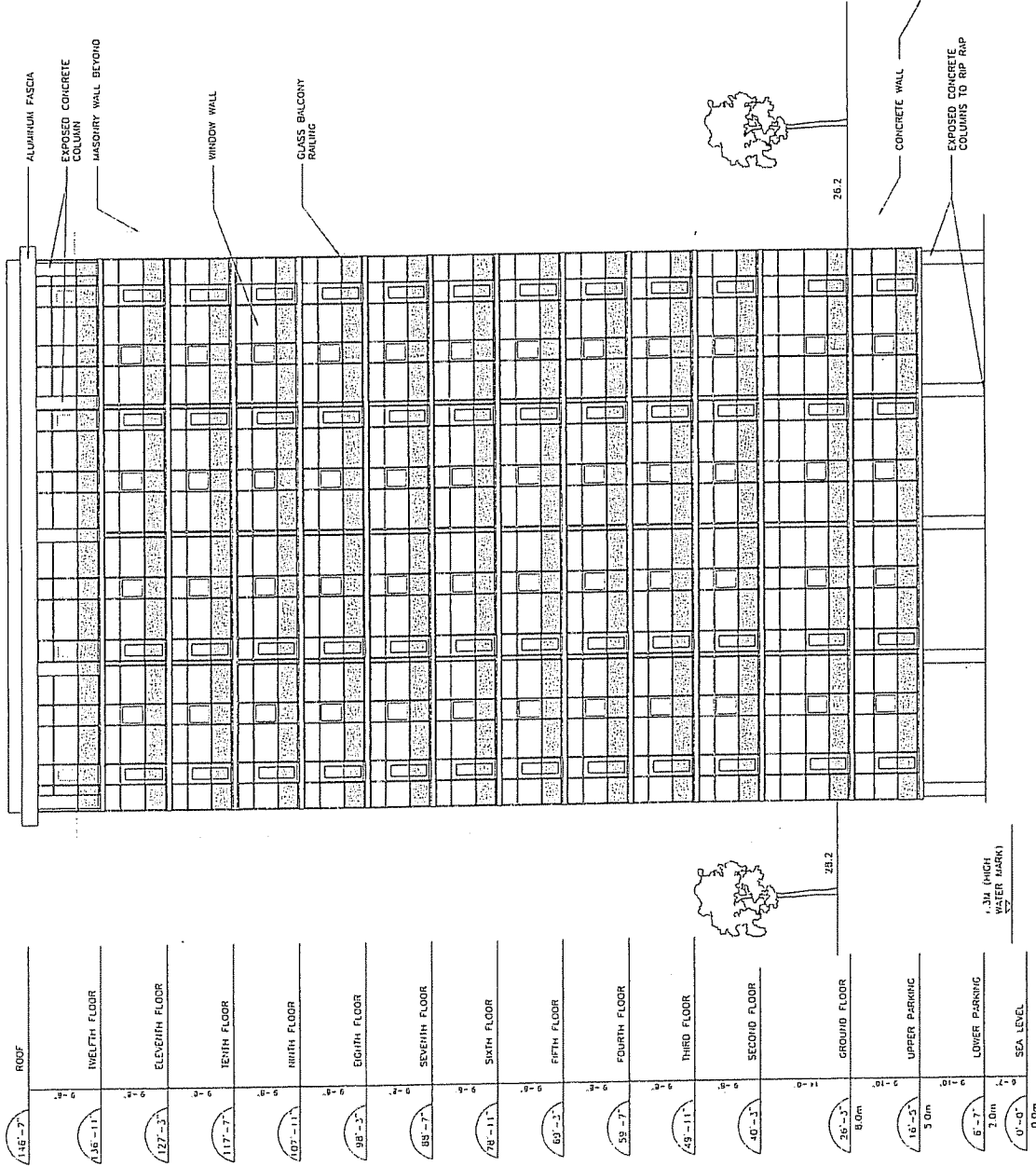
Schedule E3:
Building Elevations
Building B (East)

BUILDING B
EAST ELEVATION

SCALE 1/8"=1'-0"

APRIL 09, 2009

LYDON LYNCH
ARCHITECTURE



KING'S WHARF

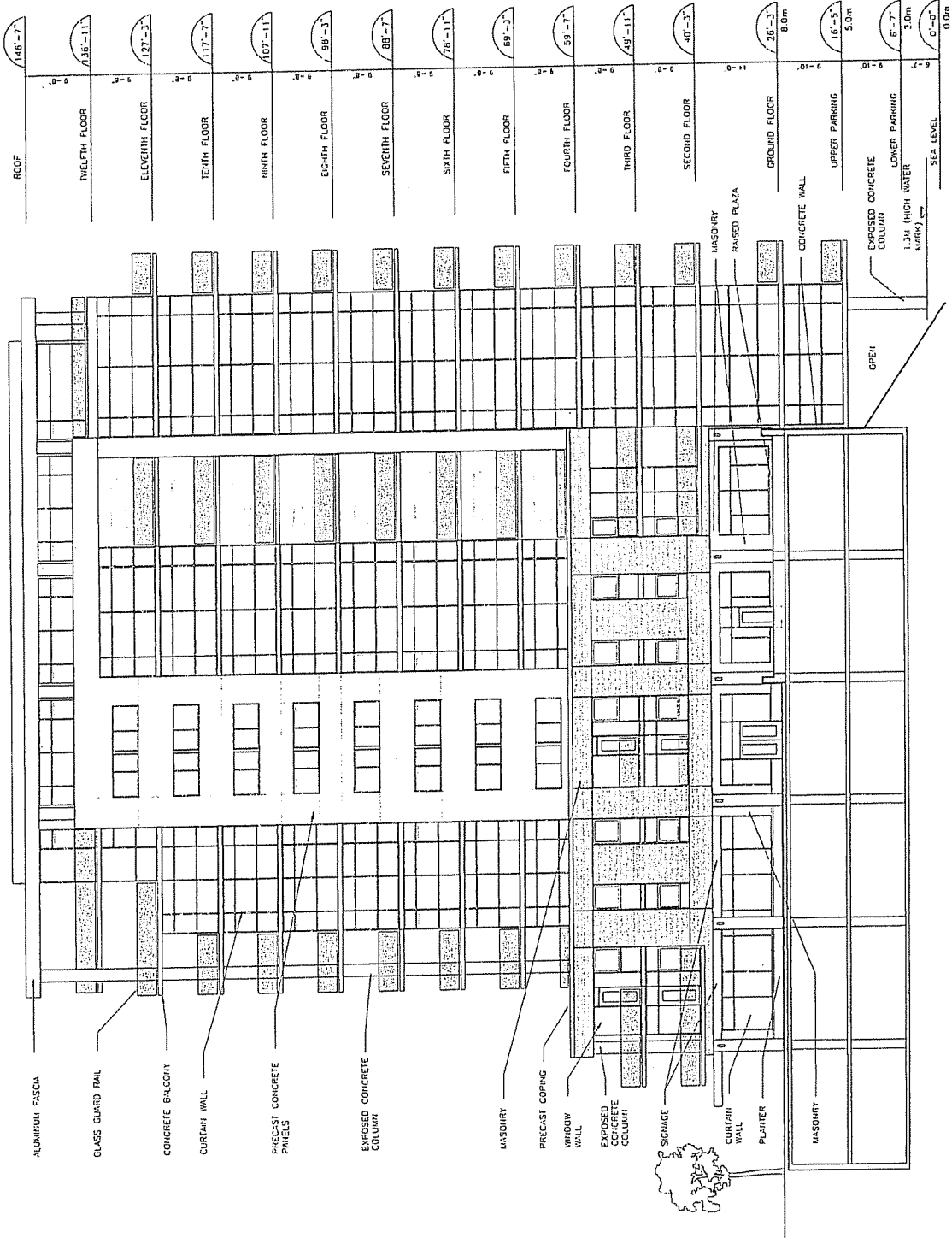
Schedule E4:
Building Elevations
Building B (South)

BUILDING B SOUTH ELEVATION

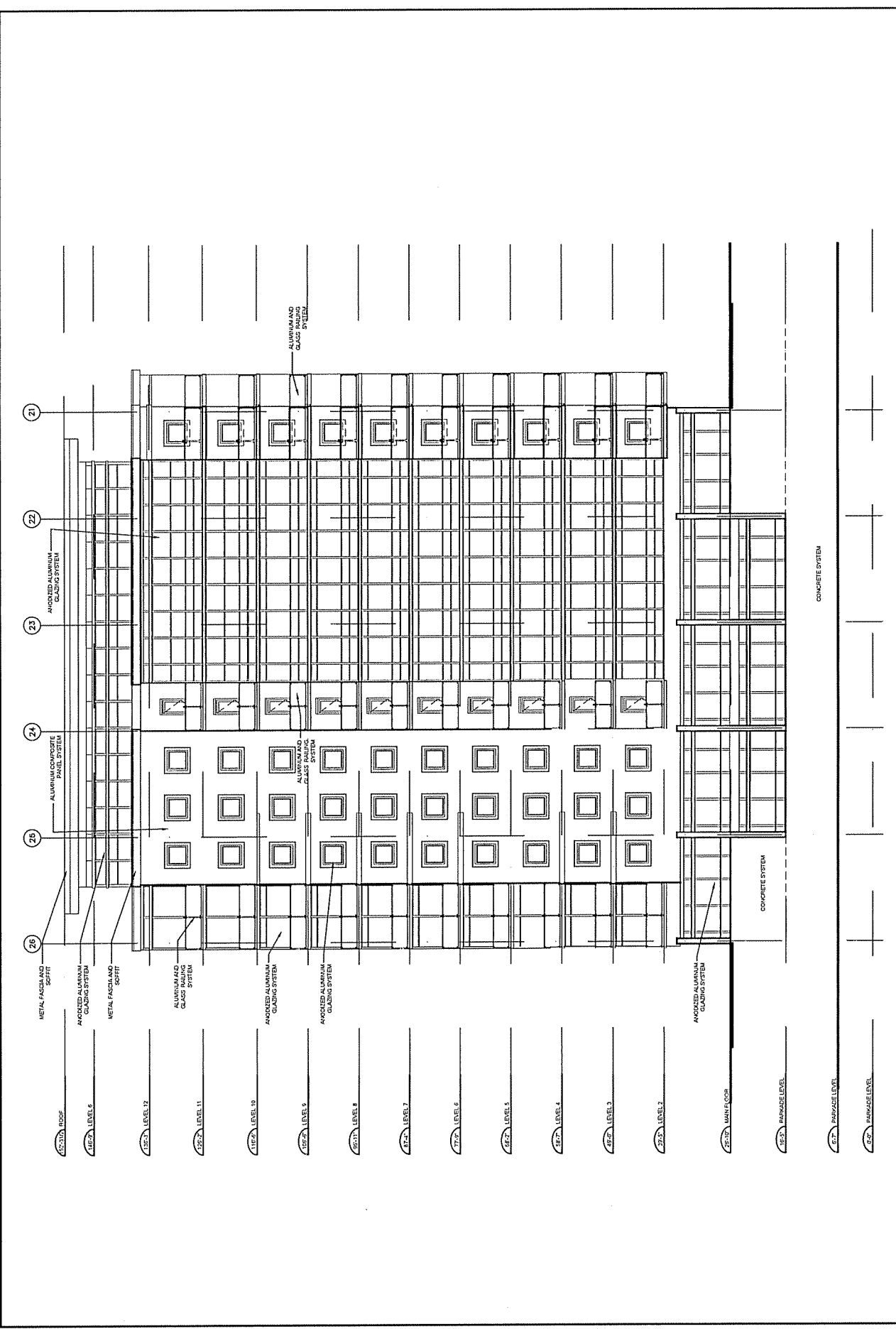
SCALE $\frac{1}{16}'' = 1'-0''$

APRIL 09, 2009

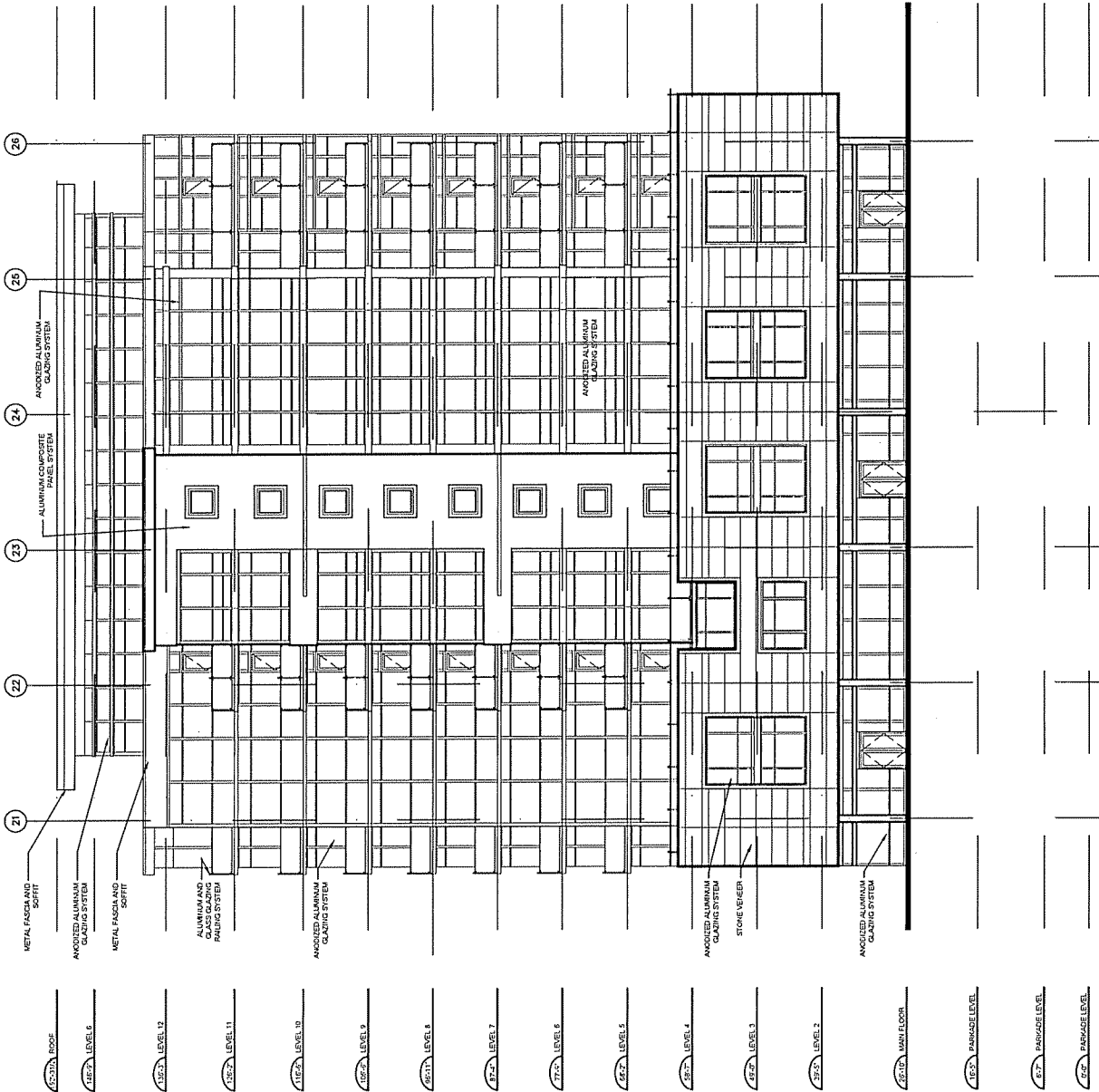
LYDON LYNCH
ARCHITECTURE



ROOF	146'-7"
TWELFTH FLOOR	138'-11"
ELEVENTH FLOOR	127'-3"
TENTH FLOOR	117'-7"
NINTH FLOOR	107'-11"
EIGHTH FLOOR	99'-3"
SEVENTH FLOOR	89'-7"
SIXTH FLOOR	79'-11"
FIFTH FLOOR	69'-3"
FOURTH FLOOR	59'-7"
THIRD FLOOR	49'-11"
SECOND FLOOR	40'-3"
GROUND FLOOR	26'-3" 8.0m
UPPER PARKING	16'-5" 5.0m
LOWER PARKING	6'-7" 2.0m
SEA LEVEL	0'-0" 0.0m



KING'S WHARF BUILDING C LOT 00 124 ALDERNEY DRIVE, DARTMOUTH, NOVA SCOTIA		Schedule F3: Building C		MICHAEL ZAPIER ARCHITECTURE		REVISIONS NO. DESCRIPTION DATE	DRAWING EAST ELEVATION SCALE: NTS	DATE SEP 2011	DRAWING NO. A303
						NO. DESCRIPTION DATE			



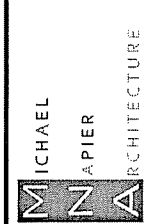
DATE
SEP 2011

DRAWING NO.
A304

DRAWING
WEST ELEVATION

SCALE
NTS

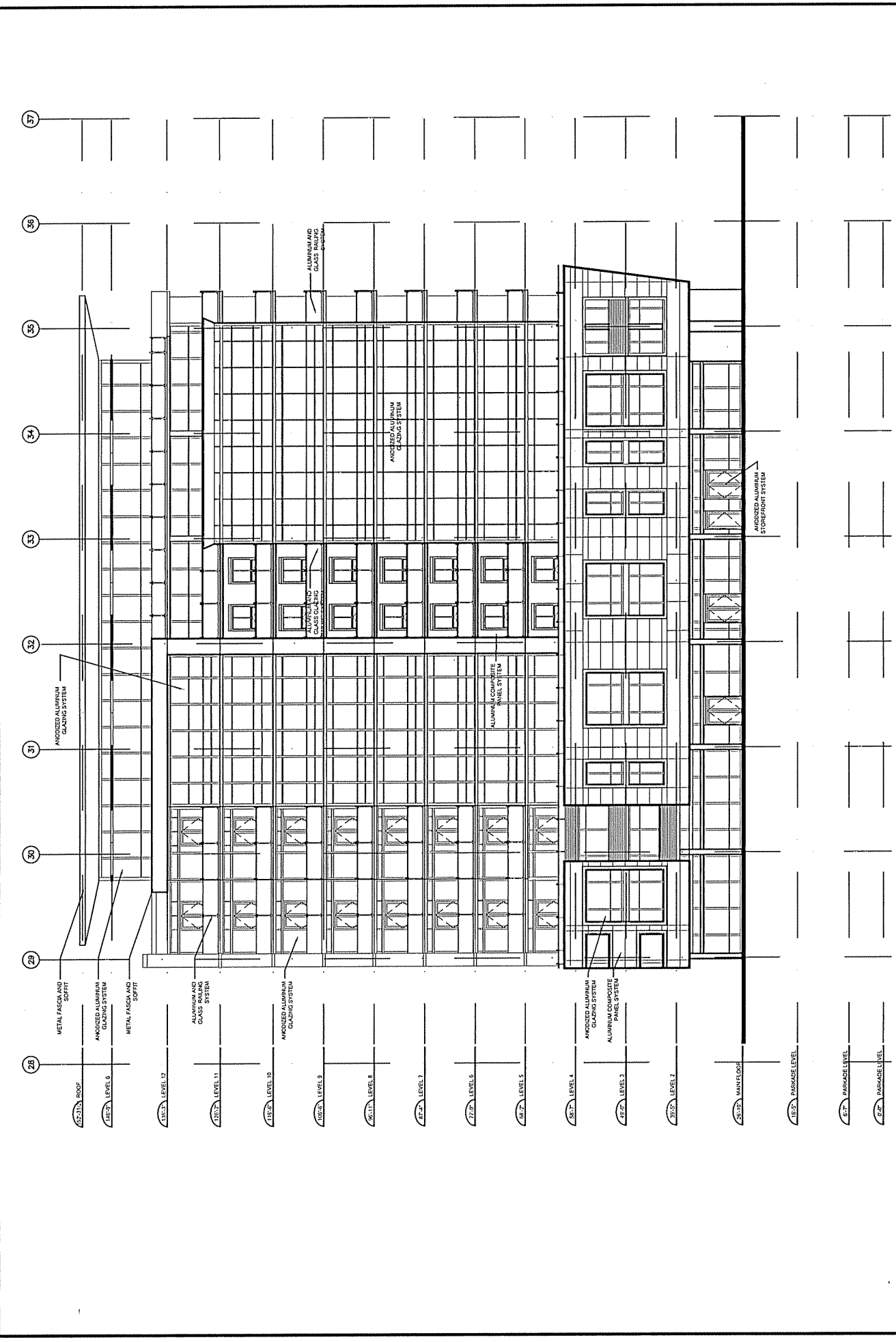
NO.	REVISIONS	DATE



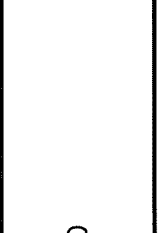
MICHAEL
NAPIER
ARCHITECTURE

Schedule F4: Building C

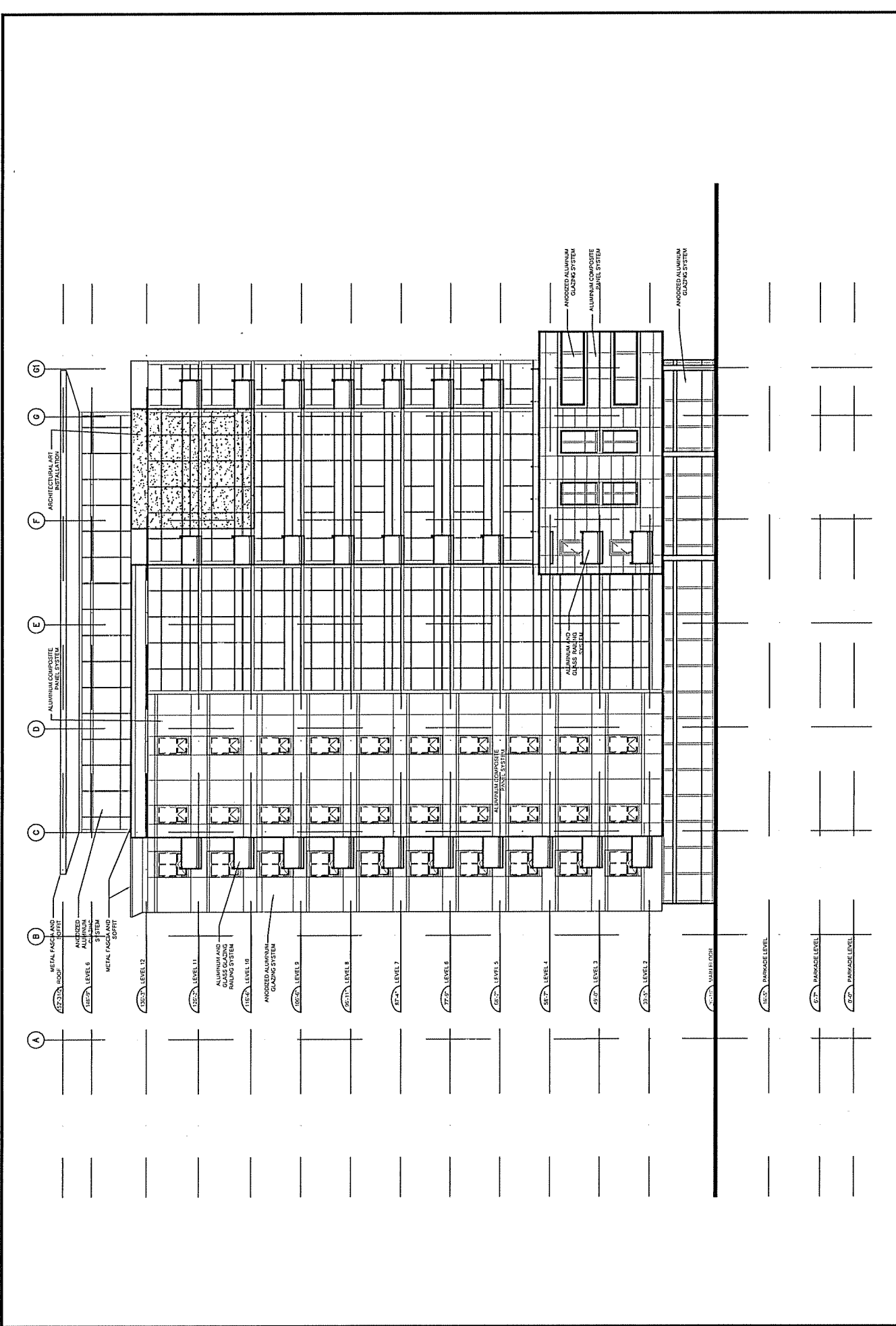
KING'S WHARF BUILDING C
 LOT 00
 124 ALDERNEY DRIVE, Schedule D: Building C
 DARTMOUTH, NOVA SCOTIA



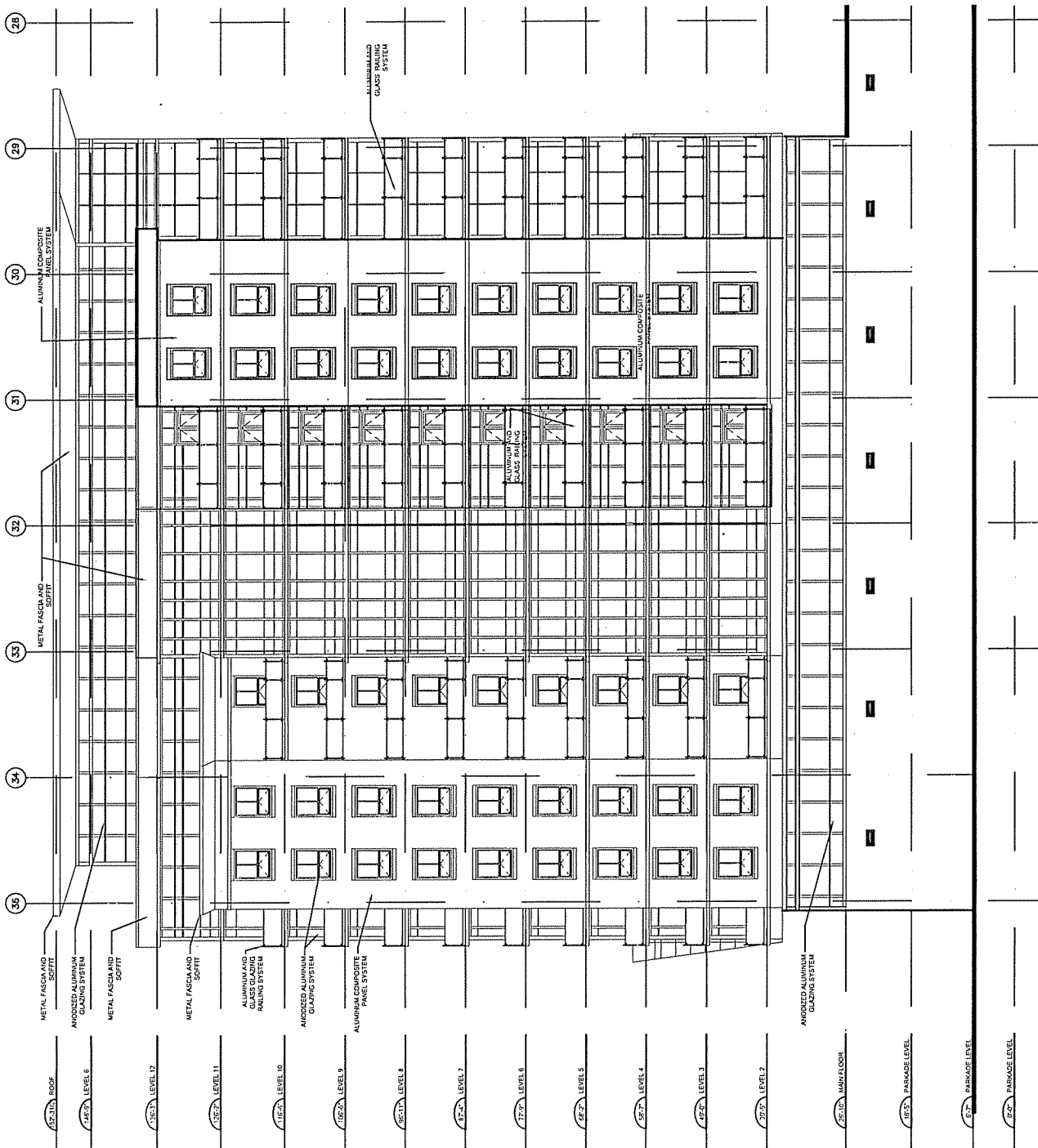
DATE	SEP 2011
DRAWING	WEST ELEVATION
DRAWING NO.	A302
SCALE	NTS




KING'S WHARF BUILDING D
 Schedule G2: Building Elevations - Building D
 LOT 00
 124 ALDERNEY DRIVE,
 DARTMOUTH, NOVA SCOTIA



KING'S WHARF BUILDING D		DATE	
LOT 00		SEP 2011	
Schedule G3: Building Elevations - Building D		DRAWING	
124 ALDERNEY DRIVE.		NORTH ELEVATION	
DARTMOUTH, NOVA SCOTIA		SCALE	
		DRAWING NO.	
		A303	
 MICHAEL APIER ARCHITECTURE		REVISIONS	
		NO.	REVISION NAME
NO.	REVISION NAME	BY	DATE



KING'S WHARF BUILDING D
 LOT 00
 Schedule G4: Building Elevations - Building D
 124 ALDERNEY DRIVE,
 DARTMOUTH, NOVA SCOTIA



MICHAEL
APIER
ARCHITECTURE

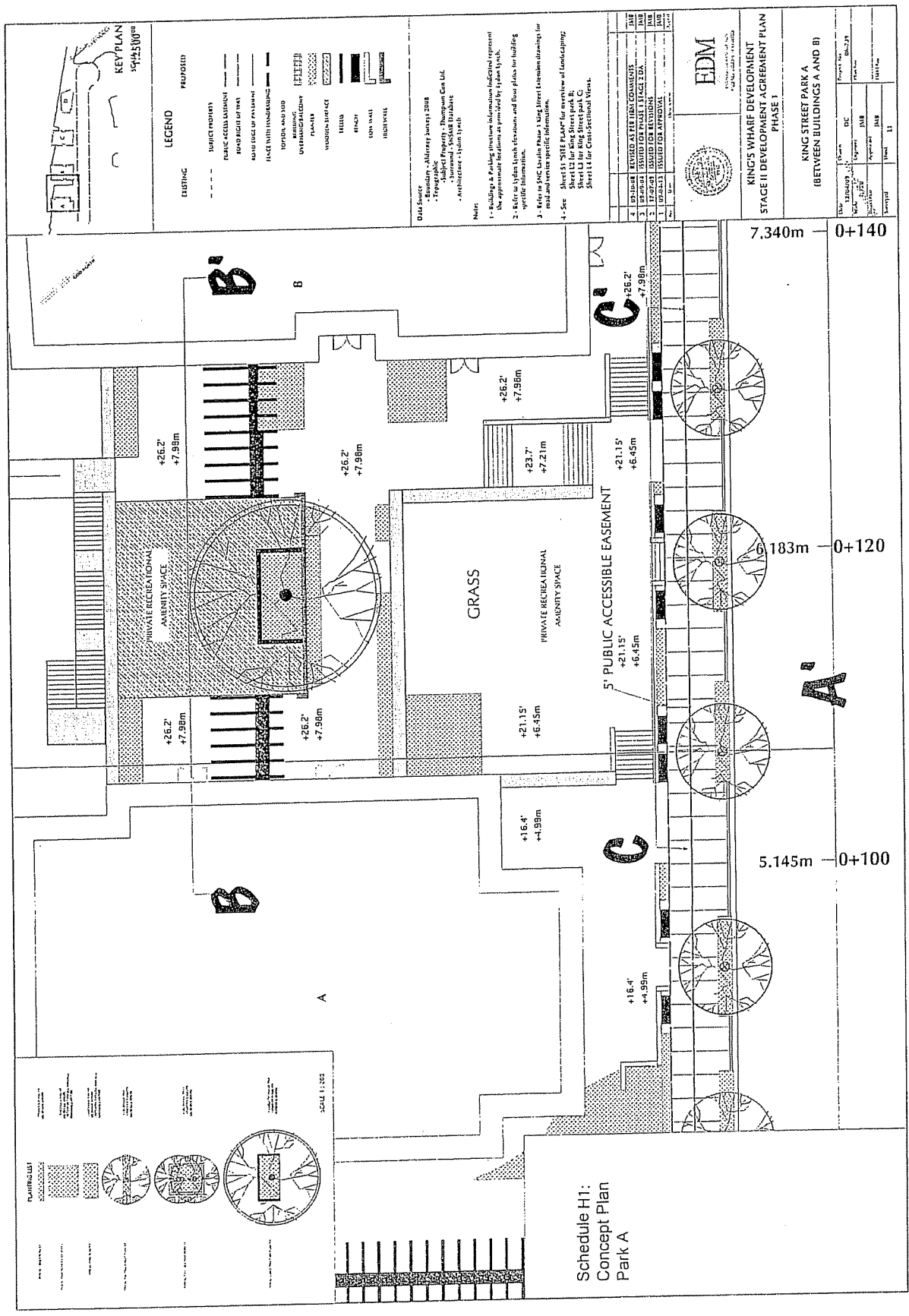
REVISIONS		DRAWING	DATE
NO.	REVISION NAME	DWY	

EAST ELEVATION

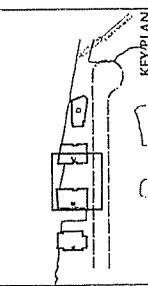
SCALE: NTS

DATE: SEP 2011

DRAWING NO.: A304



Schedule H1:
Concept Plan
Park A



LEGEND

	EXISTING		PROPOSED
	MUNICIPAL PROPERTY		ROAD RIGHT OF WAY
	ROAD LOT OF PARKING		FACE WITH HANDMAILING
	TERRACE AND MID		OVERHANGING EAVES
	PLANTER - PARK		BENCH
	LOW WALL		HIGH WALL

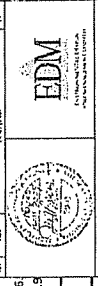
Data Source

- Boundary - Airmetry Survey 2008
- Topographic - City of Toronto, Ontario, Canada Ltd.
- Architecture - Urban Lynch
- Landscape - Urban Lynch

Notes

1. Buildings & Parking structure information indicated represent the approximate location as provided by Urban Lynch.
2. Refer to Urban Lynch sections and floor plans for building specific information.
3. Refer to SNC Lavalin Phase 1 King Street Extension drawings on road and service specific information.
4. 504 - Sheet C1 "SITE PLAN" for envelope of landscaping
5. Sheet L1 for King Street Park A;
6. Sheet L4 for King Street Park C;
7. Sheet L4 for King Street Park D.

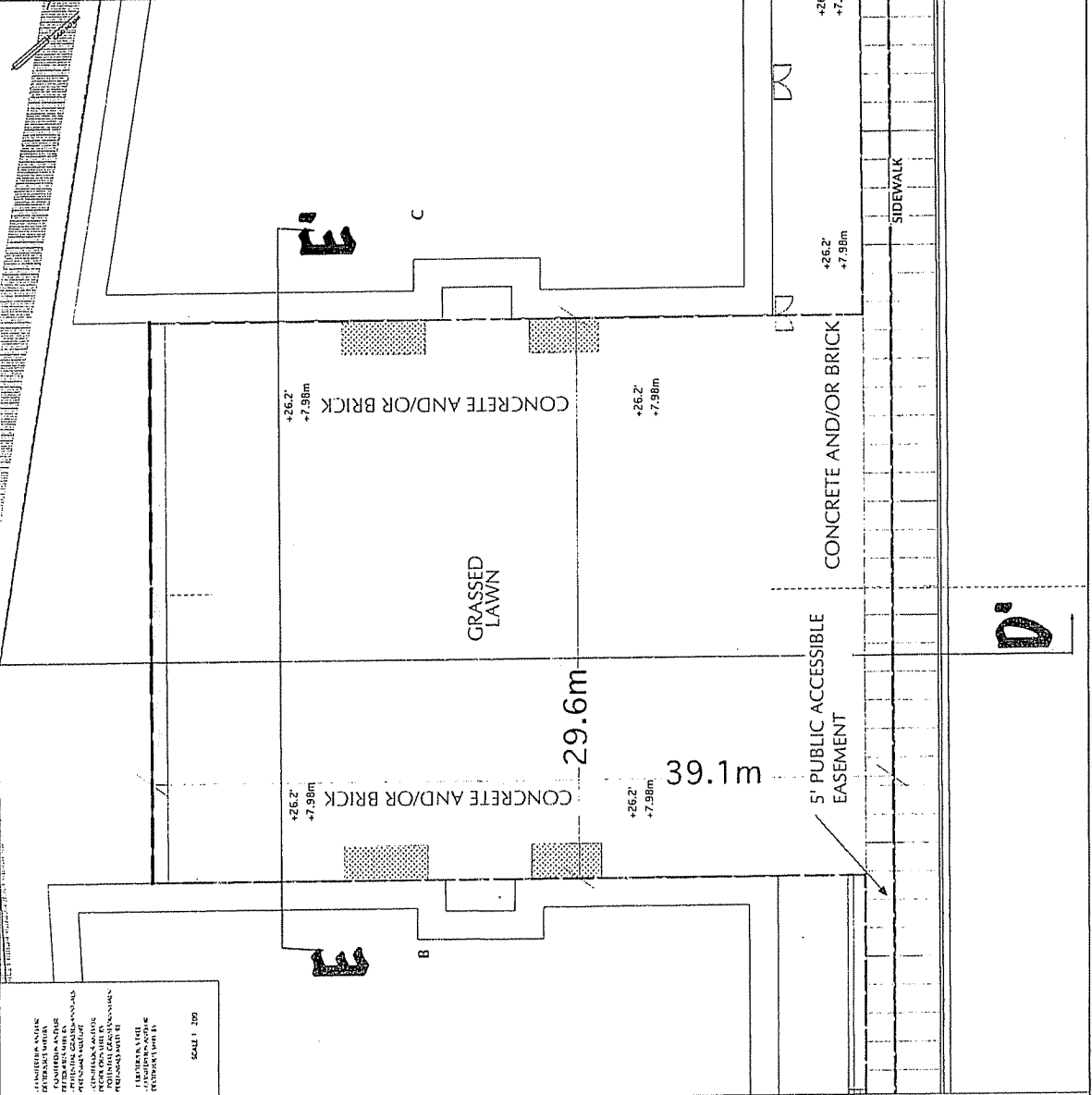
No.	Date	Description	By	Appr.
1	09-11-21	ISSUED AS PER MARK COMMENTS	JMB	
2	09-11-23	ISSUED AS PER MARK COMMENTS	JMB	
3	09-11-23	ISSUED AS PER MARK COMMENTS	JMB	
4	09-11-23	ISSUED AS PER MARK COMMENTS	JMB	
5	09-11-23	ISSUED AS PER MARK COMMENTS	JMB	
6	09-11-23	ISSUED AS PER MARK COMMENTS	JMB	
7	09-11-23	ISSUED AS PER MARK COMMENTS	JMB	
8	09-11-23	ISSUED AS PER MARK COMMENTS	JMB	
9	09-11-23	ISSUED AS PER MARK COMMENTS	JMB	
10	09-11-23	ISSUED AS PER MARK COMMENTS	JMB	



**KING'S WHARF DEVELOPMENT
STAGE II DEVELOPMENT AGREEMENT PLAN
PHASE 1**

PARK B (BETWEEN BUILDINGS B AND C)

Title	1:1000	DC	Project No.	08-773
Scale	1:1000	DC	Date	
Author	JMB	JMB	Checked	JMB
Drawn	JMB	JMB	Appr.	JMB
Project			Sheet	
Client			Scale	



PLANTING LIST

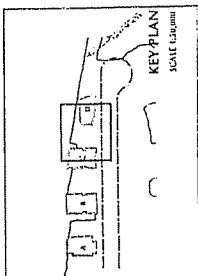
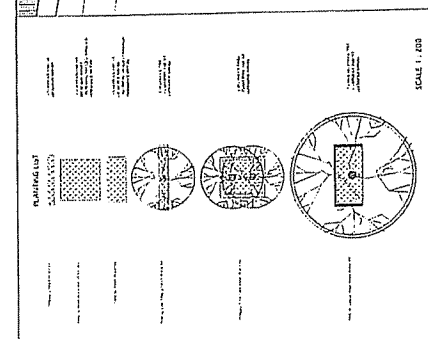
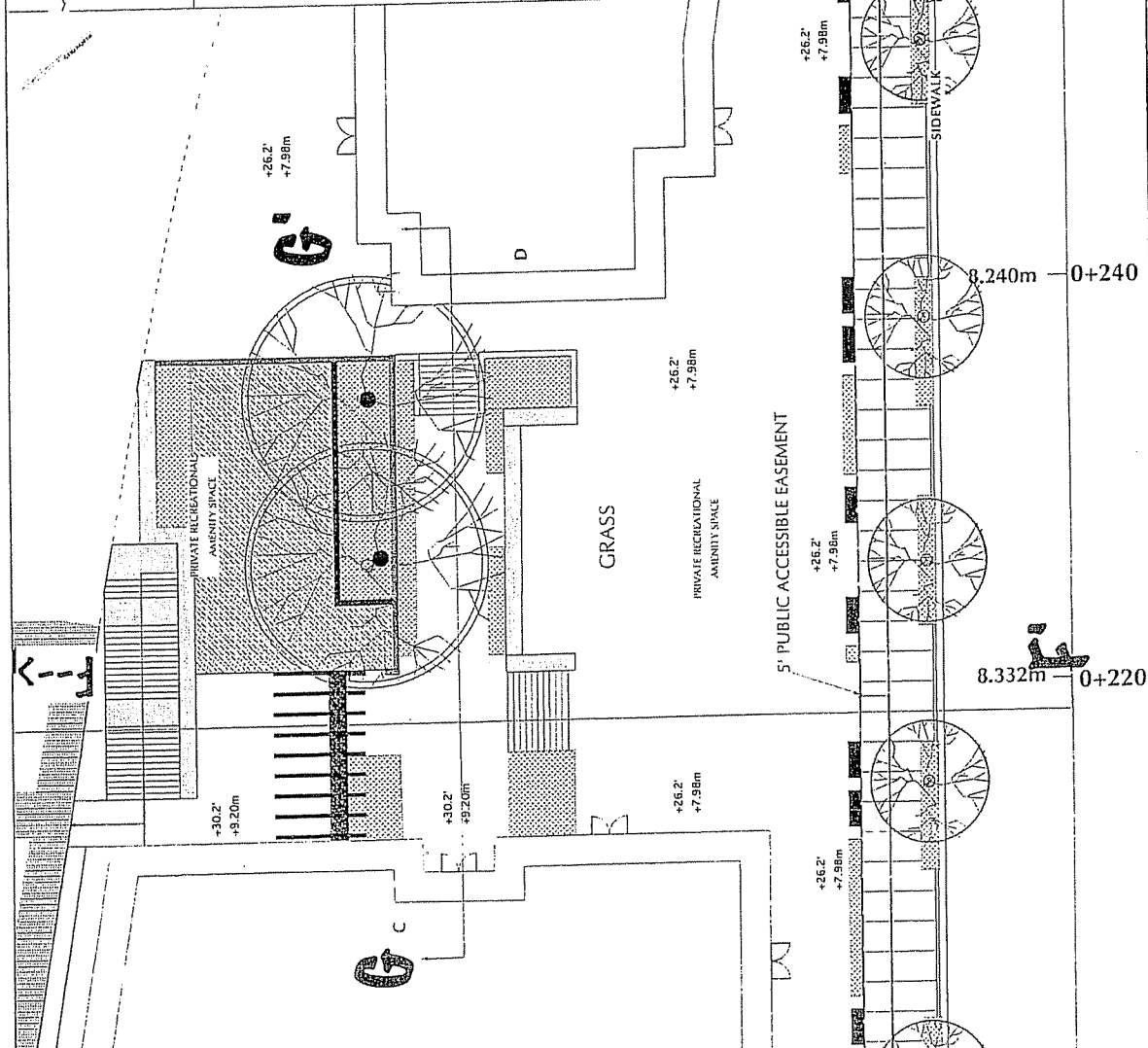
	DECIDUOUS TREE		CONIFEROUS TREE
	SHRUB		FLOWERING SHRUB
	PERENNIAL		ANNUAL
	GROUND COVER		LAWN
	MULCH		PATH
	WATER FEATURE		FOUNTAIN
	BENCH		LIGHT FIXTURE

Schedule H2:
Concept Plan
Park B (Public
Park)

PARK B (BETWEEN BUILDINGS B AND C)

Title	1:1000	DC	Project No.	08-773
Scale	1:1000	DC	Date	
Author	JMB	JMB	Checked	JMB
Drawn	JMB	JMB	Appr.	JMB
Project			Sheet	
Client			Scale	

Schedule H3:
Concept Plan
Park C



NO	DESCRIPTION	DATE	BY	CHECKED BY
1	ISSUED AS PER THE CONDITIONS AND LIMITATIONS OF THE AGREEMENT			
2	REVISED AS PER THE CONDITIONS AND LIMITATIONS OF THE AGREEMENT			
3	ISSUED AS PER THE CONDITIONS AND LIMITATIONS OF THE AGREEMENT			
4	ISSUED FOR APPROVAL			

EDM ENGINEERING CONSULTANTS

ENGINEERS ARCHITECTS INTERIORS

100, ROYAL AVENUE, SUITE 200, WILLOWDALE, ONTARIO M2H 2E3, CANADA

PHONE: (416) 491-3881 FAX: (416) 491-3882

WWW.EDMENGINEERS.COM

NO	DESCRIPTION	DATE	BY	CHECKED BY
1	ISSUED AS PER THE CONDITIONS AND LIMITATIONS OF THE AGREEMENT			
2	REVISED AS PER THE CONDITIONS AND LIMITATIONS OF THE AGREEMENT			
3	ISSUED AS PER THE CONDITIONS AND LIMITATIONS OF THE AGREEMENT			
4	ISSUED FOR APPROVAL			

CONTRACT NO: UC-227

PROJECT NO: UC-227

DATE: 2024-10-15

DRAWN: [NAME]

CHECKED: [NAME]

SCALE: 1:400

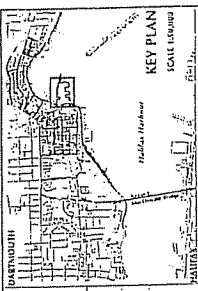
SHEET NO: 0

TOTAL SHEETS: 10

KING'S WHARF DEVELOPMENT
STAGE II DEVELOPMENT AGREEMENT PLAN
PHASE 1

PARK C (BETWEEN BUILDINGS C AND D)

CROSS-SECTIONAL VIEWS THROUGH PARKS
 HORIZONTAL SCALE 1" = 150'
 VERTICAL SCALE 1" = 150'



LEGEND

WOOD	PLANTER	LOW WALL	HIGH WALL	CONCRETE	GRAVELS	FILL	ASPHALT	SOD	PROPOSED BOUNDARY
------	---------	----------	-----------	----------	---------	------	---------	-----	-------------------

Data Source

- Boundary - Albany Survey 2008 - Thompson Civil
- Topography - Survey - 2008/09
- Architecture - Urban Tech

Note: Building & Parking structure information indicated represent the approximate locations as provided by Urban Tech.

1 - Refer to Urban Tech site plans and floor plans for building specific information.

2 - Refer to SAC Layout Plan 1 King Street Extension drawing for road and utility specific information.

3 - See Sheet 51 "SITE PLAN" for location of landscaping.

4 - See Sheet 11 for King Street park A; Sheet 12 for King Street park B; Sheet 13 for King Street park C.

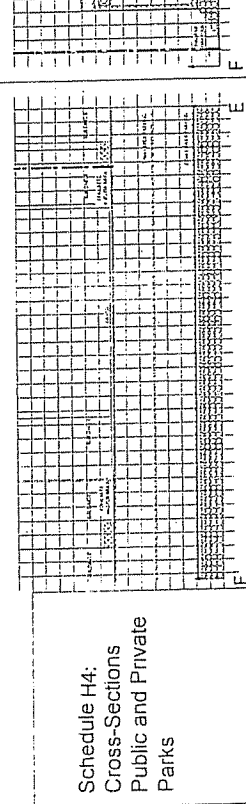
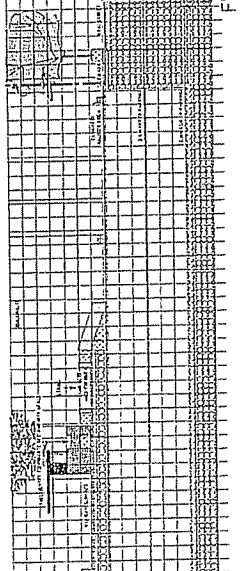
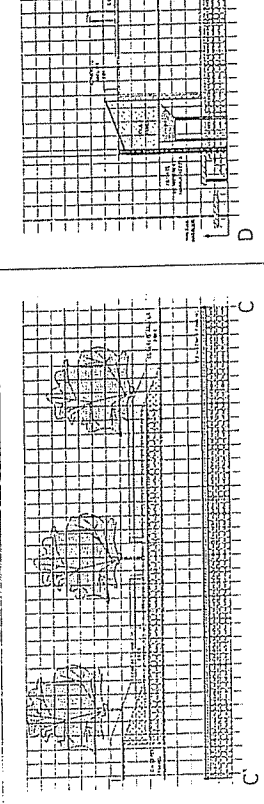
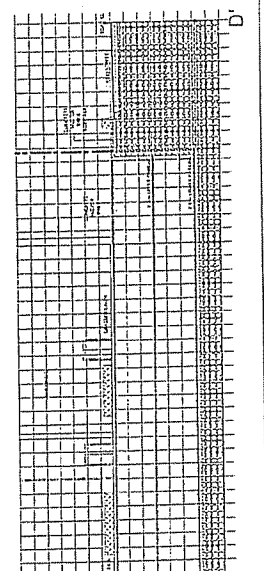
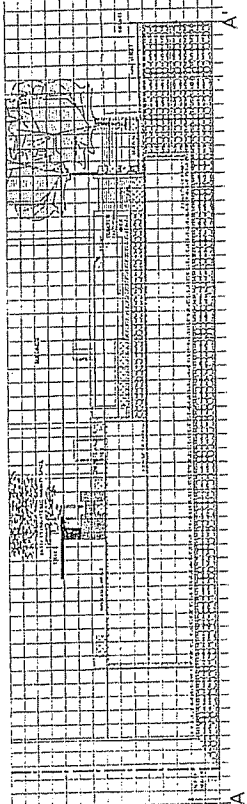
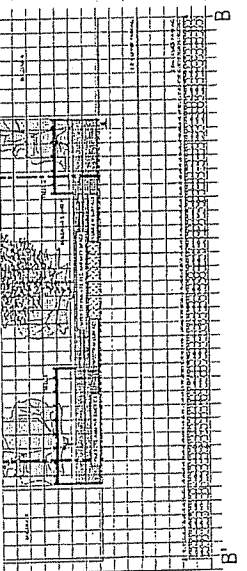
NO.	DATE	DESCRIPTION	BY	CHKD
1	08/07/11	ISSUED AS PER FINAL COMMENTS	MM	MM
2	07/06/11	REVISED AS PER FINAL COMMENTS	MM	MM
3	07/06/11	REVISED AS PER FINAL COMMENTS	MM	MM
4	07/06/11	ISSUED FOR PHASE 1 STAGE 2 PA	MM	MM
5	07/06/11	ISSUED FOR APPROVAL	MM	MM



**KING'S WHARF DEVELOPMENT
 STAGE II DEVELOPMENT AGREEMENT PLAN
 PHASE I**

PARKLAND CROSS SECTIONS

Date:	08/07/11	Drawn by:	DC
Scale:	1" = 150'	Checked by:	JMB
Project No.:	1001272	Sheet No.:	14



Schedule H4:
 Cross-Sections
 Public and Private
 Parks

Attachment B:
Proposed Discharging Agreement

THIS DISCHARGING AGREEMENT made this day of , 2012,

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

- and -

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

(hereby jointly referred to as 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 (Insert owner's names here) is the registered owner of certain lands located at Kings Wharf (the former Dartmouth Marine Slips), Dartmouth, PID numbers 00130286, 00130419, and 00130278, and which said lands are more particularly described in Schedule A hereto (hereinafter called "the Lands");

AND WHEREAS the Harbour East Community Council of the Municipality did, at a meeting on December 3, 2009, grant approval of a Stage 2 Agreement that allowed construction of Phase 1 of Kings Wharf on the Lands, which said Agreement was registered at the Land Registry Office in Halifax as Document Number 95534534 (hereinafter called the "Original Stage 2 Agreement")

AND WHEREAS the Original Stage 2 Agreement applies to the Lands shown on Schedule A attached hereto;

AND WHEREAS the Developer has requested that the original Stage 2 Agreement be discharged from the Lands;

AND WHEREAS, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the Harbour East Community Council of the Municipality approved this request by resolution at a meeting held on [INSERT - date], referenced as Municipal Case Number 17308;

WITNESS that it is agreed that the Lands are hereby discharged from the Original Stage 2 Agreement.

WITNESS that this Discharging Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 2012.

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: _____

SIGNED, SEALED AND DELIVERED
in the presence of:

(Insert Registered Owner Name)

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: _____

Municipal Clerk

Attachment C
Excerpts from the Downtown Dartmouth MPS

Notwithstanding policies W-8 and W-9, HRM may consider permitting a mixed use development on the former Dartmouth Marine Slips property (identified as PID Nos. 00130286, 00130419, 00130278, 41164286 and 40943730) by approval of a two-stage development agreement.

The Stage 1 development agreement shall generally show the concept of the proposal including the land uses, site plan, access and street layout, servicing capability, parks and open space, and phasing of the development. Notwithstanding the development agreement criteria of Policy W-9A, the Stage 1 agreement shall establish further specific requirements of any Stage 2 development agreement. Council shall hold a public hearing prior to the approval of the Stage 1 development agreement.

Stage 2 development agreements shall be generally consistent with the intent of the Stage 1 development agreement, through the provision of fine grain details of a phase under the Stage 1 development agreement. Stage 2 development agreements shall be approved by a resolution of Council.

Any development agreement application shall conform with the following criteria:

1. The development shall consist of a mix of land uses (residential, commercial, office, institutional, and park and open space uses) with residential land uses that contain a mix of unit types being the primary land use.
2. Residential proposals should incorporate adequate soundproofing measures to buffer residents from nearby waterfront events and activities.
3. A high quality of urban design is encouraged and adequate consideration is given to Policy W-9B.
 - a) Special consideration should be given to building materials in proximity to the water's edge.
 - b) The proposal should impart a sense of history to the area and contribute to the area's evolving history.
 - c) Proposals should respect that the waterfront is a pedestrian precinct. Wherever possible, buildings should be designed to create public spaces, and appropriate consideration should be given to weather protection for pedestrians.
4. Visual access to the harbour shall be provided through the incorporation of street corridor views leading to the water and through the use of urban design features. The height of

any proposed building should respect the viewplanes from the Dartmouth Common as shown on Map 7.

5. The Development should address public accessibility the water's edge.
6. Special consideration shall be given to parking to ensure that proposals are designed with pedestrian orientation in mind rather than cars. Where parking is needed it should be situated below finished grade or enclosed within the core of a building with other uses wrapping the core to render the parking invisible. Surface parking is strongly discouraged, but when deemed absolutely necessary surface parking areas are to be strictly limited in size and duration.
7. An internal street may be needed to provide emergency and delivery access to the development. Alternative street design standards should be considered for any new streets which are in keeping with the historical grid and pedestrian character of the downtown.
8. The Development shall minimize the amount of infilling that occurs on the water lots to ensure the character of Dartmouth Cove is not significantly altered.

Policy W-9B

Notwithstanding Policy D-1, HRM should ensure that a high quality of urban design is provided for the development. To achieve this objective Council shall adopt the following design guidelines for the former Dartmouth Marine Slips property:

- a) The traditional street grid pattern and grain of development of Downtown Dartmouth should be maintained and re-established in the new development;
- b) Microclimate issues such as wind, solar orientation, and shadowing should be considered, with positive impacts capitalized upon, and negative impacts minimized.
- c) Pedestrian street level activity shall be encouraged in all development through the incorporation of outdoor cafes, ground floor uses, and uses that are open beyond daytime hours of operation. Consideration should be given to weather protection for pedestrians through use of decorative canopies and awnings.
- d) Proposals should respect that the waterfront is primarily a pedestrian precinct, and pedestrian circulation should be an important consideration of all development. Buildings should be designed to create attractive and functional public spaces and pedestrian routes. Active ground level uses shall be encouraged adjacent to public access points and public open spaces.
- e) Public art should be provided on or adjacent to buildings throughout any proposed development, commensurate with HRM's Cultural Plan.

- f) Important views from parks and streets should be respected in the design and configuration of development, especially harbour and street corridor views as shown on "Map 7 Public Views."
- g) A high quality of design should be required for streetscape elements and furniture.
- h) Public safety should be a consideration in the design of new buildings and public spaces to ensure the design of public spaces does not create opportunities for crime at any time, with special attention paid to placement and intensity of lighting, visibility, directional signage, and land uses which will provide opportunities for eyes on the street through incorporation of residential development and street level activity after normal working hours.
- i) A high level of refinement in the architectural details shall be provided to provide visual interest, both in the upper stories, and in particular at pedestrian level.
- j) The water's edge should be designed for unrestricted public access by either public ownership and/or perpetual easement. (RC-Jul 8/08;E-Jul 26/08)