



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

**Item No. 13.1**  
**Halifax and West Community Council**  
**January 20, 2015**

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

**SUBMITTED BY:** \_\_\_\_\_  
Bob Bjerke, Chief Planner & Director, Planning and Development

**DATE:** December 12, 2014

**SUBJECT:** **Case 19293 - Development Agreement for 5599 Fenwick Street, Halifax  
(Fenwick Tower Property)**

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**ORIGIN**

Application by Templeton Properties

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter, Part VIII, Planning & Development*

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Move Notice of Motion to consider the development agreement, as contained in Attachment A, to allow for a redevelopment of the Fenwick Tower property (5599 Fenwick Street, Halifax), which includes new residential and commercial uses, and schedule a Public Hearing;
2. Approve the proposed development agreement, as contained in Attachment A;
3. Require that the 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;

**RECOMMENDATIONS Continued on page 2**

4. Approve, by resolution, the discharge agreement for the existing development agreement, as contained in Attachment B, to take effect upon the registration of the new development agreement; and
5. Require the discharge agreement be signed by the property owner within 120 days from the date the new development agreement has been approved by Council 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 discharge agreement shall be void.

## **BACKGROUND**

The Fenwick Tower property is located at 5599 Fenwick Street, Halifax (subject property) and is owned by Templeton Place Limited. The subject property currently contains a 33 storey multiple unit residential building with office and commercial uses on the lower floors (Map 1). In February of 2011, Halifax Regional Council approved amendments to the Halifax Municipal Planning Strategy (MPS) and the Halifax Peninsula Land Use By-law (LUB) to allow for the redevelopment of the subject property by development agreement. A development agreement was approved in April of 2011, which permits the redevelopment of the subject property in keeping with MPS policies. A request has since been made to alter the existing development agreement to allow for changes to the built form and public realm components of the development. The submitted application is a request to replace the existing development agreement with an updated agreement, still in keeping with existing MPS policies.

### **Site Description and Surrounding Land Uses**

The subject property is:

- located between South Park Street and Queen Street, Halifax (Maps 1 and 2);
- comprised of a single property and one building, known as Fenwick Tower, and includes a 33 storey multiple unit residential building with office and commercial uses on the lower floors; and
- 78,879 square feet in area with 113.2 feet of frontage on South Street and 204.5 feet of frontage on Fenwick Street.

The subject property is surrounded by various land uses, including:

- a 10 storey apartment building (plus penthouse), upon South Street, immediately to the north;
- a 10 storey senior citizens home at the corner of South and Queen streets, and a 3 storey commercial building along Fenwick Street to the east;
- a Sobeys grocery store and parking lot on the south side of Fenwick street to the south;
- a 3 storey apartment building, upon South Street, to the west;
- local commercial uses in buildings that are 2-3 storeys in height to the west, that extend from the southwest corner of Fenwick and Queen streets to the southeast; and
- houses and small apartment buildings in all directions within the surrounding neighbourhood.

### **Designation and Zoning**

The subject property is:

- located within Area 6 of the South End Detailed Area Plan (SEDAP), which forms part of the Halifax Municipal Planning Strategy (MPS) (Map 1);
- designated High Density Residential (HDR) and Medium Density Residential (MDR) under the SEDAP (Map 1);
- subject to site-specific policies under the SEDAP which allows for a redevelopment proposal for the entirety of the subject property (Map 1); and
- zoned R-3 (Multiple Dwelling Zone) and R-3-V (Multiple Dwelling View Plane Zone) under the Halifax Peninsula Land Use By-law (LUB) (Map 2).

### **Enabling Policy**

The subject property is governed by site-specific policies under the SEDAP, which were adopted in 2011 as part of the original redevelopment proposal. These policies enable Community Council to consider a

development agreement proposal for the entirety of the property, subject to specific considerations regulating elements including but not limited to building form, use, parking, and connectivity (Attachment C). These considerations address the unique opportunities and constraints of the site, and emphasize the importance of building design and comprehensive site planning.

### **Existing Development Agreement**

In April 2011, the former Peninsula Community Council approved a development agreement (existing agreement) that allows the subject property to be redeveloped as a single building with several new building elements, including:

- adding height and width to Fenwick Tower;
- a 4 storey townhouse style building on Fenwick Street;
- a 10 storey building on South Street (South Tower);
- an 8 storey building west of Fenwick Tower (West Tower); and
- a commercial news/public pedestrian passage connecting Fenwick Street to South Street.

The existing agreement also:

- regulates the number of dwelling units in each building element as well as the total number of units to a maximum of 510;
- requires at least 50% of the residential units in each building element to contain 2 or more bedrooms; and
- requires a minimum of 420 parking spaces, all to be provided underground.

### **Proposal**

The applicant no longer intends to increase the size of Fenwick Tower, and also wishes to relocate the commercial news/public pedestrian passage. These changes represent a departure from the overall building design and site design permitted by the existing agreement, and thus are the primary changes.

However, the applicant is also seeking additional changes, including:

- changes to the form, and unit mix of the Fenwick Street Townhouse Style Building;
- changes to the form, and unit mix of the South Tower;
- reduction of overall residential and commercial density;
- reconfiguration of 2-bedroom units throughout the development; and
- reduction of on-site parking.

### **Municipal Planning Approval Process**

Following a detailed review of the application, it was determined that replacing the existing agreement with a new development agreement would be the simplest way to accommodate the requested changes. The approval process for this application consists of the following steps:

- Step 1. A Public Hearing of Halifax and West Community Council for consideration of the new development agreement; and
- Step 2. Discharging the existing development agreement upon adoption of the new development agreement.

### **DISCUSSION**

In considering a new development agreement for the subject property, policy requires that Council have regard for a number of considerations including but not limited to building form, use, parking, and connectivity. The new development will also be required to meet all existing Citadel viewplanes applicable to the subject property (Map 2). Staff has evaluated the proposal in accordance with these policy considerations, which are contained within Policies 7.7A and 7.7A.1 of the South End Detailed Area Plan (Attachment C). Based on this evaluation, a proposed development agreement and discharging agreement have been prepared (Attachments A and B). While the proposed development agreement is

consistent with the intent of the policy considerations, staff has identified the following matters for specific discussion:

### **Fenwick Tower**

The MPS requires that Fenwick Tower and its existing exterior cladding be replaced, along with the addition of a new penthouse. The proposed development agreement requires the existing exterior cladding of Fenwick Tower to be covered or replaced, and also requires the roofline to be articulated with a penthouse enclosure.

### **Pedestrian Passageway**

Policy identifies there shall be a public pedestrian passageway connecting South Street and Fenwick Street that may have one and two storey building elements containing ground floor commercial uses. The proposed development agreement relocates the pedestrian passageway to the east side of Fenwick Tower. Two storey building elements with ground floor commercial, along with canopies that extend over the passageway, are required along sections of the passageway. Relocating the pedestrian passageway to the east side of Fenwick Tower creates a direct connection between South Street and Fenwick Street, while the eastern location and the use of extensive canopies create comfortable pedestrian conditions.

### **Townhouse Style Building**

At the base of Fenwick Tower, along Fenwick Street, Townhouse style dwelling units are required by the MPS. The existing agreement called for Fenwick Tower to be enlarged by extending the Tower closer to Fenwick Street, with the base of the Tower comprised of townhouse style units. Although an enlargement of Fenwick Tower is no longer contemplated, the proposed development agreement maintains the intent of policy by requiring a townhouse scaled building element along Fenwick Street. Townhouse style dwelling units are provided through individual entrances along Fenwick Street.

### **Two Bedroom Units**

Policy requires a mixture of residential dwelling unit types, with a minimum of 50 percent of the dwelling units having two or more bedrooms. Policy also requires these larger units to be spread throughout the development. The proposed development agreement requires at least 50 percent of the dwelling units in Phase 1 to have two or more bedrooms. Further, as each subsequent phase is completed, at least 50 percent of all dwelling units must have two or more bedrooms. To ensure dwelling units with two or more bedrooms are spread throughout the development, the proposed development agreement requires a minimum number of these unit types in each phase (125 units in Phase 1, 30 units in Phase 2, 4 units in Phase 3).

### **Non-Substantive Amendments**

The new development agreement identifies a number of non-substantive amendments where the terms of the new development agreement could be modified by resolution of Community Council. Notable elements which could be altered in this manner include the following:

- changes to architectural materials not permitted by the new development agreement;
- conversion of the West Tower to an office building and the corresponding decrease of permitted Dwelling Units within the Development;
- changes to phasing dates; and
- changes to landscaping.

### **Districts 7 & 8 Planning Advisory Committee**

This application was presented to the Districts 7 & 8 Planning Advisory Committee (PAC) on September 22, 2014. The recommendations of the PAC on the application are sent to Community Council by means of a separate report.



Following a review of the application, the PAC recommended approval of the application and offered the following for consideration:

- that staff work with the developer regarding the function of the original townhouse area with an aim to include multi-bedroom units; and
- that the pedestrian passageway be designed to support best practices in accessibility standards.

Staff has reviewed the considerations of PAC and offer the following:

- The existing development agreement called for Fenwick Tower to be enlarged by extending the Tower closer to Fenwick Street, with the base of the Tower comprised of townhouse style units. Although an enlargement of Fenwick Tower is no longer contemplated, the proposed development agreement maintains the intent of policy by requiring a townhouse-scaled building element along Fenwick Street. Townhouse style dwelling units are provided through individual entrances along Fenwick Street.
- Policy does not require the residential building element along Fenwick Street to include two bedroom units, nor does it require a townhouse style unit to be located over two to three floors as commonly found with this style of housing. However, policy does require dwelling units with two or more bedrooms to be spread throughout the development. The proposed development agreement maintains this intent by requiring a minimum number of dwelling units with two or more bedrooms in each phase.
- The applicant has provided additional drawings demonstrating the pedestrian passageway has been designed to support best practices in accessibility standards.

### **Conclusion**

The proposal is consistent with the applicable policies and the intent of the Halifax MPS as described in this report. Therefore, staff recommend that Halifax and West Community Council approve the proposed development agreement and the discharging agreement as contained in Attachments A and B of this report.

### **FINANCIAL 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.

### **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 (PIM) held on June 26, 2014. Attachment D contains a copy of the minutes from the meeting. For the PIM, notices were posted on the HRM website, in the newspaper, and mailed to property owners with the notification area shown on Map 2.

A public hearing must be held by Community Council before they can consider approval of any amendments to the LUB or the approval of a development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be advised of the public hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

The proposed development agreement will potentially impact the following stakeholders: local residents and property owners, community or neighbourhood organizations, and businesses.

### **ENVIRONMENTAL IMPLICATIONS**

There are no environmental implications associated with this report.

## **ALTERNATIVES**

1. Halifax and West Community Council may choose to refuse to approve the proposed development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. A decision of Community Council to refuse this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Halifax and West Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant, a supplementary staff report and an additional public hearing. A decision of Community Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

## **ATTACHMENTS**

Map 1	Generalized Future Land Use (GFLUM) Map
Map 2	Zoning & Notification
Attachment A	Proposed Development Agreement
Attachment B	Proposed Discharging Agreement
Attachment C	Review of Relevant Policies – Halifax Municipal Planning Strategy (MPS)
Attachment D	Minutes from the Public Information Meeting

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

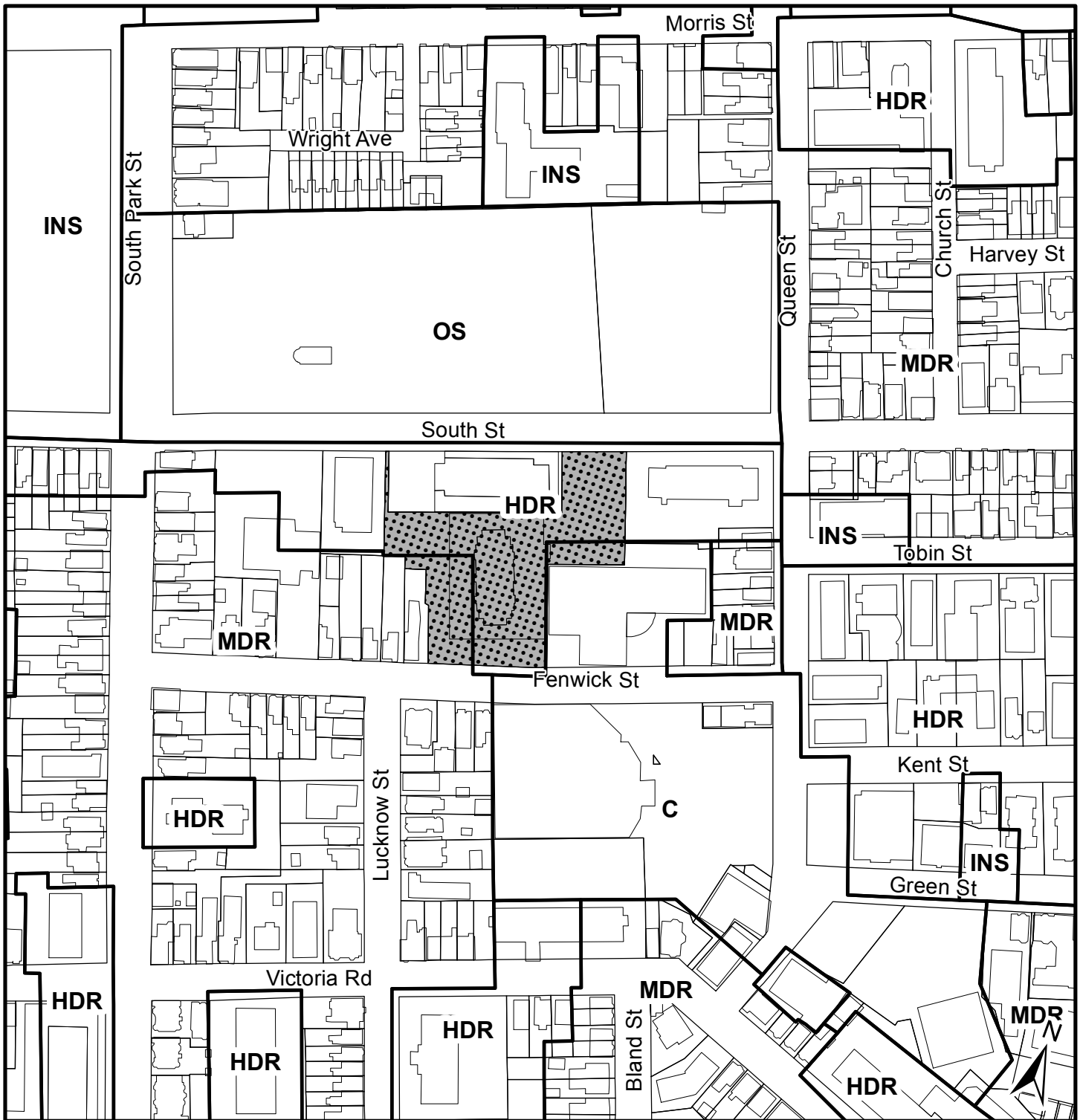
Report Prepared by: Miles Agar, LPP, Planner, Development Approvals, 902 490-4495

*Original Signed*

Report Approved by:


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Kelly Denty, Manager of Development Approvals, 902 490-4800

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## Map 1 - Generalized Future Land Use

5595 Fenwick Street  
Halifax

 Area of existing development agreement (site is subject to policies 7.7A and 7.7A.1 of the South End Area Plan)

Halifax Plan Area  
South End Plan Area

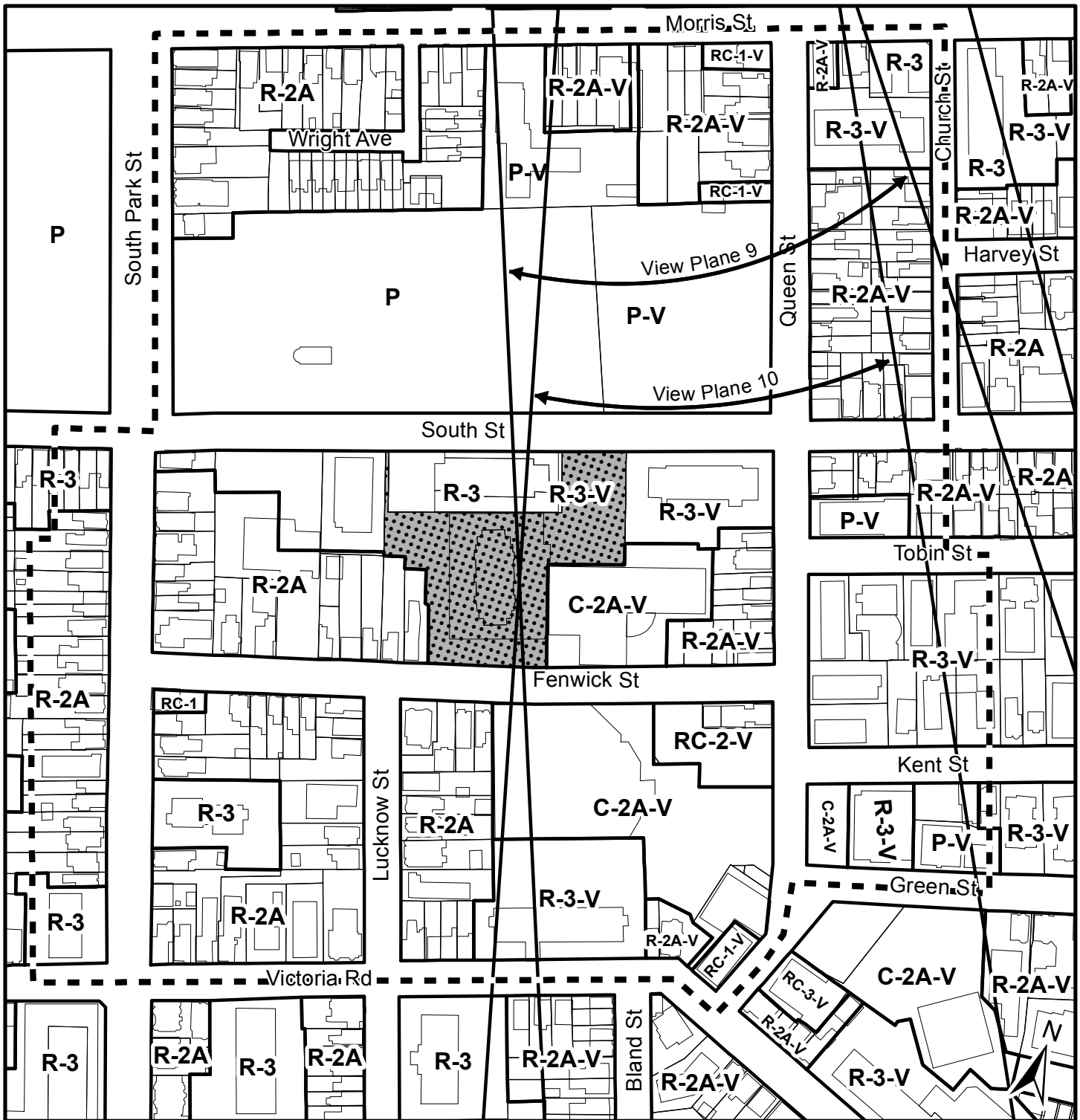
### Designation

MDR	Medium Density Residential
HDR	High Density Residential
RC	Residential Commercial Mix
C	Commercial
OS	Open Space
INS	Institutional

0 20 40 60 80 m


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


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



## Map 2 - Zoning and Notification

5595 Fenwick Street  
Halifax

 Area of existing development agreement

 Area of notification

Halifax Peninsula  
Land Use By-Law Area

### Zone (-V within view plane)

R-2A General Residential Conversion  
R-3 Multiple Dwelling  
RC-1 Neighbourhood Commercial  
RC-2 Residential Minor Commercial  
C-2A Minor Commercial  
P Park and Institutional  
U-2 High-Density University

0 20 40 60 80 m

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

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

**ATTACHMENT A:**  
**Proposed Development Agreement**

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

BETWEEN:

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

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY,**  
a municipal body corporate, in the Province of Nova Scotia,  
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 5599 Fenwick Street, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for redevelopment of the Lands that includes new commercial and residential uses on the Lands pursuant to the provisions of the Halifax Regional Municipality Charter and Policies 7.7A and 7.7A.1 of Section 7, District Policies of the South End Area Plan of the Halifax Municipal Planning Strategy and Development Agreement Provisions, South End, Clause 94(1)(s) of the Halifax Peninsula Land Use By-law (Land Use By-law);

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[INSERT DATE]** referenced as Municipal Case Number **19293**;

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**

- 1.1.1 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**

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

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

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer and/or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

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

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

- 1.5.1 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**

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

## **PART 2: DEFINITIONS**

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

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

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

- 2.2.1 The following word used in this Agreement shall be defined as follows:

- (a) "Building" means the building that is the subject of this Agreement, in its entirety, of which there are several Building Elements.
- (b) "Building Element" means West Tower, Fenwick Lowrise Building, South Street Tower, North Mews Building, East Mews Building, or Existing Fenwick Highrise Building, as identified on the Schedules.
- (c) "Community Meeting Areas" means interior floor areas that are used as amenity space for residents of the Development or assembly for the general public.
- (d) "Development" means the Development that is enabled by this Agreement.
- (e) "Information Sign" means a sign that provides information, including a sign guiding vehicular or pedestrian traffic or a sign identifying the name of a Building Element that is generally for safety or directional purposes.
- (f) "Public Pedestrian Walkway" means the walkway that extends between South Street and Fenwick Street and between the Building Elements, as shown on the Schedules.
- (g) "Phase" means a construction phase specified on Schedule B, Drawing A102.
- (h) "Public Parking" means parking that is available to the general public.
- (i) "Landscape Architect" means a professional, full member in good standing with the Canadian Society of Landscape Architects.
- (j) "Landscaped Open Space" means the landscaped areas identified on the Schedules, including the Public Pedestrian Walkway.
- (k) "Months from the initial permit for construction" means the number of months from the issuance of the first building permit for the construction of the Development, in whole or in part.
- (l) "Personal Service Use" means a business that is associated with the grooming or health of persons or the maintenance or repair of personal wardrobe articles and accessories, and may include a hair salon, beauty parlour, tailor, self service laundry, or depots for collecting dry cleaning and laundry.

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

### **3.1 Schedules**

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19293:

Schedule A	Legal Description of the Lands		
Schedule B	Plans		
	Drawing	A100	Site Plan
		A101	Building Elements Plan
		A102	Phasing Plan
		A200	South and West Tower Elevations
		A201	South and West Partial Elevations

A202	North and East Tower Elevation
A203	North and East Partial Elevations
A220	South St. Tower East Elevation
A221	South St. Tower West Elevation
A222	South St. Tower South Elevation
A223	South St. Tower North Elevation
A240	North Elevation West Tower
A241	South Elevation West Tower
A242	East Elevation West Tower
A243	West Elevation West Tower
A260	North Elevation Low Rise
A270	West Elevation Commercial Building
A271	East Elevation Commercial Building
L001	Landscape Plan Main Level
L002	Landscape Plan Main Level
L003	Landscape Plan Main Level
L004	Landscape Plan Main Level
L005	South Tower Level 1 Landscape Plan
L006	South Tower Level 1 Landscape Plan
L007	South Tower Level 1 Landscape Plan
L008	South Tower Level 1 Landscape Plan
L009	West Tower Landscape Plan
L010	West Tower Landscape Plan

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

3.2.1 Prior to the issuance of a Building Permit for each phase, the Developer shall provide the following to the Development Officer:

- (a) where a phase is impacted by the View Plane or Rampart requirements of the Land Use By-law, confirmation from a Nova Scotia Land Surveyor that the planned construction, or part thereof, meets said requirements; and
- (b) landscape plans, pursuant to Section 3.10.

3.2.2 Prior to the issuance of a municipal Occupancy Permit for a Building Element in each construction phase, the Developer shall provide the following to the Development Officer:

- (a) where a construction phase is impacted by the View Plane or Rampart requirements of the Land Use By-law, confirmation from a Nova Scotia Land Surveyor that the completed construction meets said requirements; and
- (b) confirmation of the completion of landscape open spaces, pursuant to Section 3.10 and the Landscaping Schedules of this agreement.

3.2.3 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.

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

3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) commercial uses, as follows:



- (i) banks;
- (ii) commercial recreation uses;
- (iii) daycares;
- (iv) offices;
- (v) personal service uses;
- (vi) restaurants;
- (vii) schools;
- (viii) grocery stores; and
- (ix) stores for retail trade;
- (b) community meeting areas;
- (c) public parking;
- (d) residential uses; and
- (e) uses accessory to the foregoing uses.

3.3.2 For greater certainty, in no case shall adult entertainment uses be permitted.

### 3.4 Phasing

3.4.1 Construction shall proceed in phases, pursuant to Schedule B, Drawing A102, *Phasing Plan*, and all construction within each construction phase shall be complete by the dates below:

Phase	Months from the Initial Permit for Construction
1	48
2	84
3	120

3.4.2 Construction of individual phases may occur simultaneously, but an Occupancy Permit shall not be issued upon any development within a phase until the construction of all preceding phases is complete.

3.4.3 Subsection 3.4.2 shall not apply to residential occupancies within the Existing Fenwick Highrise Building, which may be occupied during construction of the Development.

### 3.5 Detailed Provisions for Land Use

3.5.1 Unless otherwise provided for in the text of this Agreement, the location of land uses shall be as shown on the Schedules.

3.5.2 The gross floor area for all commercial uses on the Lands shall be limited to 40,000 square feet (3,716 square metres).

3.5.3 Floor areas identified on the Schedules that face and are level with the Public Pedestrian Walkway shall be used for commercial uses. Commercial uses shall also be provided within a portion of each of the first three floors above underground parking in the Existing Fenwick Highrise Building, and within a portion of the first floor of the West Tower facing the Public Pedestrian Walkway.

3.5.4 Commercial uses may also be provided:

- (a) on the top floor of the Existing Fenwick Highrise Building; and
- (b) on all floors of the East Mews Building and the North Mews Building.

- 3.5.5 With the exception of required commercial areas, residential uses shall be permitted throughout the Development.
- 3.5.6 The maximum number of residential dwelling units on the Lands shall be 459.
- 3.5.7 A minimum of 50 percent of the dwelling units shall contain 2 or more bedrooms as outlined below:

Phase	Minimum Percentage of Dwelling Units with 2 or More Bedrooms
1	50
1 and 2 combined	50
1, 2, and 3 combined	50

- 3.5.8 Notwithstanding Subsection 3.5.7, each phase of the Development shall contain a minimum number of dwelling units with 2 or more bedrooms as outlined below:

Phase	Minimum Number of Dwelling Units with 2 or More Bedrooms
1	125
2	30
3	4

### 3.6 Architectural Requirements

- 3.6.1 All vents, down spouts, flashing, electrical conduits, metres, 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.
- 3.6.2 Mechanical systems (HVAC, exhaust fans, etc.), telecommunication equipment, propane tanks, or other utilitarian features, but excluding mechanical systems associated with individual dwelling units, shall be visually screened from:
- (a) Fenwick Street;
  - (b) South Street,
  - (c) abutting residential properties; and
  - (d) any landscaped open space, including the Public Pedestrian Walkway.
- 3.6.3 In addition to Subsection 3.6.2, all roof mounted mechanical systems and telecommunication equipment shall be visually integrated into the roof design of each of the Building Element.
- 3.6.4 Noise reduction measures shall be implemented for any of the mechanical utilitarian features referred to in this Section.
- 3.6.5 The existing exterior cladding of the Existing Fenwick Highrise Building shall be covered or replaced as shown on the Schedules. Architectural materials and detailing of all Building Elements shall be provided in accordance with the Schedules, or an acceptable equivalent which, in the opinion of a certified Architect licenced in the Province of Nova Scotia, is equivalent or of a higher quality or improved design and enhances the overall appearance or functionality of the Building Elements and furthers the intent of this Agreement.
- 3.6.6 Canopies are permitted as shown on the Schedules and are subject to the requirements of any other applicable by-law, statute or regulation.

### **3.7 Subdivision of the Lands**

- 3.7.1 No subdivision of the Lands shall be permitted.

### **3.8 Parking, Circulation, and Access**

- 3.8.1 There shall be a minimum of 372 vehicular parking spaces for the whole of the Development. A maximum of 118 vehicular parking spaces may be used for public parking or for storage areas accessory to the Development.
- 3.8.2 Bicycle parking shall be provided in conformance with the requirements of the Land Use By-law.
- 3.8.3 Vehicular parking associated with each Building Element shall be complete prior to the issuance of an Occupancy Permit for said Building Element.
- 3.8.4 Parking shall be subject to the following:
- (a) The minimum size of a parking stall shall be 8 feet (2.44 metres) in width and 16 feet (4.88 metres) in length; and
  - (b) The minimum width of driveways, except between pillars, shall be 20 feet (6.10 metres).
- 3.8.5 The arrangement of driveways shown on the Schedules may be modified provided that the requirements of this Section are met and that there are no changes to the location and function of parking garage entrances or exits.
- 3.8.6 Upon completion of the landscaping for Phase 2, the Developer agrees to allow the general public to access the Public Pedestrian Walkway as identified on the Schedules, and to use it as a means of travel between South Street and Fenwick Street.
- 3.8.7 Further to Subsection 3.8.6, the Developer shall facilitate public access and travel throughout the Public Pedestrian Walkway between the hours of 8:00 a.m. and 6:00 p.m.

### **3.9 Lighting**

- 3.9.1 Lighting shall be provided along the Public Pedestrian Walkway and pedestrian exit to South Street as shown on the Schedules.
- 3.9.2 Lighting of exterior Building Elements may be provided.
- 3.9.3 Lighting provided pursuant to Subsection 3.9.1 and Subsection 3.9.2 shall be directed away from surrounding properties, including municipal right-of-ways.
- 3.9.4 Lighting shall not include illumination that flashes, moves, or varies in intensity.

### **3.10 Landscaped Open Space and Landscaping**

- 3.10.1 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.
- 3.10.2 For each construction phase, prior to the issuance of a Building Permit, the Developer shall submit a Landscape Plan, prepared by a Landscape Architect, which complies with the provisions of this section and Schedules.
- 3.10.3 Prior to issuance of an Occupancy Permit for a Building Element in each construction phase, the Developer shall submit a letter prepared by a Landscape Architect, certifying that landscaped

open space and landscaping for said construction phase, has been completed according to the terms of this Development Agreement.

- 3.10.4 Notwithstanding Subsection 3.10.3, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a Landscape Architect. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.11 Crime Prevention through Environmental Design**

- 3.11.1 Prior to the submission of a development permit application for the construction of each construction phase, the Developer agrees to request that HRM undertake a review of the plans for said construction phase from a Crime Prevention Through Environmental Design perspective.
- 3.11.2 Further to Subsection 3.11.1, recommendations from HRM that result in changes to the design of the Development may be permitted provided that such changes, in the opinion of the Developer Officer, do not materially alter the appearance of the Development as shown on the Schedules or provided for by Subsection 3.6.5 of this Agreement.

### **3.12 Signs**

- 3.12.1 Residential signage for the Existing Fenwick Highrise Building shall be limited to the following:
- (a) one (1) fascia sign located above each residential entrance not exceeding 20 feet (6.10 metres) in width and three feet in height;
  - (b) one (1) fascia sign constructed of individual letters on the north facing façade, which may be internally illuminated or backlit. All individual letters used to create this fascia sign shall be located above the 18th floor and shall not occupy a surface area greater than 20 feet (6.10 metres) in width and 120 feet (36.58 metres) in height; and
  - (c) two (2) fascia signs constructed of individual letters, one on the east facing façade and one on the west facing façade, which may be internally illuminated or backlit. All individual letters used to create these fascia signs shall be located above the 33rd floor and shall not occupy a surface area greater than 100 feet (30.48 metres) in width and 15 feet (4.57 metres) in height.
- 3.12.2 With the exception of the Existing Fenwick Highrise Building, residential signage shall be limited to the following:
- (a) one (1) fascia sign shall be permitted for each Building Element containing dwelling units; and
  - (b) fascia signs shall not occupy a surface area greater than 20 feet (6.10 metres) in width and 3 feet (0.91 metres) in height.
- 3.12.3 Each commercial business located on the Lands shall be permitted to install the following signs upon exterior walls of their premise that faces the Public Pedestrian Walkway or Fenwick Street:
- (a) one (1) fascia sign, having a maximum height of 2 feet (0.61 metres), located

- immediately above storefront windows and entrances;
- (b) one (1) projecting sign, subject to said sign being a maximum of 6 square feet (0.56 square metres) in size and a minimum height of 8 feet (2.44 metres) from the bottom of the sign to ground below; and
- (c) signs upon or immediately behind storefront windows, provided they occupy a maximum of 30 percent of that window's area.

3.12.4 Signs shall not include any animation or illumination that flashes, moves, or varies in intensity.

3.12.5 Information signs are permitted on all parts of the buildings.

3.12.6 One (1) temporary ground sign depicting the name or corporate logo of the Developer shall be permitted on the Lands prior to the issuance of the first Occupancy Permit. The temporary ground sign shall be removed prior to the issuance of the last occupancy permit.

### **3.13 Construction/Sales Structure**

3.13.1 Temporary construction buildings 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 buildings shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

### **3.14 Hours of Operation**

3.14.1 Restaurants shall be permitted to operate between the hours of 6:00 a.m. and 1:00 a.m.

3.14.2 Deliveries to the buildings, and the collection of refuse and recyclables, shall occur between the hours of 7:00 a.m. and 10:00 p.m.

3.14.3 Public access and travel throughout the Public Pedestrian Walkway shall be facilitated between the hours of 8:00 a.m. and 6:00 p.m.

3.14.4 Hours of operation not defined in this Section shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

### **3.15 Maintenance**

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

3.15.2 All disturbed areas shall be reinstated to original condition or better.

3.15.3 Prior to the issuance of an Occupancy Permit, the Developer shall provide confirmation to the Development Officer, in consultation with the Development Engineer, that all disturbed areas located in the HRM right-of-way have been reinstated to original condition or better.

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

### **4.1 General Provisions**

4.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications and shall receive written approval

from the Development Engineer prior to undertaking any work.

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

## **4.2 Underground Services**

- 4.2.1 All secondary and primary electrical, telephone, cable service, and other similar wires to the buildings shall be underground installation.

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

### **5.1 Stormwater**

- 5.1.1 All storm water systems shall be maintained in good order in order to maintain full storage capacity.

### **5.2 Archaeological Monitoring and Protection**

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

## **PART 6: AMENDMENTS**

### **6.1 Substantive Amendments**

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

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

- 6.2.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council (for greater certainty, these items do not include changes which, in the opinion of the Development Officer, are in conformance with the Schedules):
- (a) changes to the architectural materials and detailing of Building Elements not permitted by Subsection 3.6.5;
  - (b) conversion of the West Tower to an office building and the corresponding decrease of permitted dwelling units within the Development;
  - (c) changes to the requirements of Section 3.7, Subdivision of the Lands;
  - (d) changes to the requirements of Section 3.10, Landscaped Open Space and Landscaping;
  - (e) changes to the requirements of Section 3.12, Signs, where said requirements are for signs that face the Public Pedestrian Walkway;
  - (f) changes to the phasing requirements of Subsection 3.4.1, where said requirements are for the completion dates of each phase;
  - (g) the granting of an extension to the date of commencement of construction as identified in Section 7.3, Commencement of Development; and

- (h) the granting of an extension to the date of completion of development specified in Section 7.5.

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

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

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

### **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of the first Building Permit for the Development.
- 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 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement; or
  - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law, as may be amended from time to time.

### **7.5 Discharge of Agreement**

- 7.5.1 If the Developer fails to complete the development after thirteen (13) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement; or
  - (c) discharge this Agreement.

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

### **8.1 Enforcement**

- 8.1.1 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 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**

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
  - (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
  - (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
  - (a) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.



**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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



A circle with a horizontal diameter and a vertical radius. The radius is labeled with the letter  $z$ .

## SITE PLAN

A100



SOUTH STREET

PHASE 2  
TOWER SOUTH STREET

P.I.D. #00102632

NORTH MEWS  
BUILDING

PHASE 3  
WEST  
TOWER

EXISTING  
FENWICK  
HIGHRISE  
BUILDING

PHASE 1  
EAST MEWS  
BUILDING

P.I.D. #00102764

FENWICK  
LOWRISE  
BUILDING

FENWICK STREET

P.I.D. #41030735  
5599 FENWICK STREET

P.I.D. #00102798

P.I.D. #00102780

DATE: 2019-01-13  
DRAWN: 2019-01-13  
CHECKED: 2019-01-13  
DATE: 2019-01-13  
DRAWN: 2019-01-13  
CHECKED: 2019-01-13

PROJECT PHASING PLAN - MAIN LEVELS



AVRP  
ARCHITECTURE  
INC.  
1015 Richmond Street  
West  
Vancouver, British Columbia  
Canada V6B 3C1  
Tel: (604) 682-4879  
Fax: (604) 682-4879  
Web: www.avrp.ca

This is a preliminary drawing and is not to be used for construction. It is subject to change without notice. The client is responsible for obtaining all necessary permits and approvals. The architect is not responsible for the accuracy of the information provided by the client. The architect is not responsible for the accuracy of the information provided by the client.

PROPOSED WORK

1. EXISTING BUILDING

2. EXISTING BUILDING

3. EXISTING BUILDING

## DEVELOPMENT AGREEMENT



**Fenwick Tower  
Redevelopment**  
for Templeton Properties  
5599 Fenwick Street  
Halifax, Nova Scotia

PHASING PLAN

A102

CONSULTANT

PROFESSIONAL SERVICES

- PRE-FIN. ALUM. CLADDING
- PRE-FIN. ALUM. CLADDING
- PRE-FIN. SPANDREL PANELS
- PRE-FIN. SPANDREL PANELS
- PRE-FIN. SPANDREL PANELS
- PRE-FIN. ALUM. WINDOW

REF ID: A66666	DATE IDWY: OCT 1 2014	DESCRIPTION: RE-ISSUED FC
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[illegible]

## DEVELOPMENT AGREEMENT

**Fenwick Tower  
Redevelopment**  
*for Templeton Properties*  
5599 Fenwick Street  
Halifax, Nova Scotia

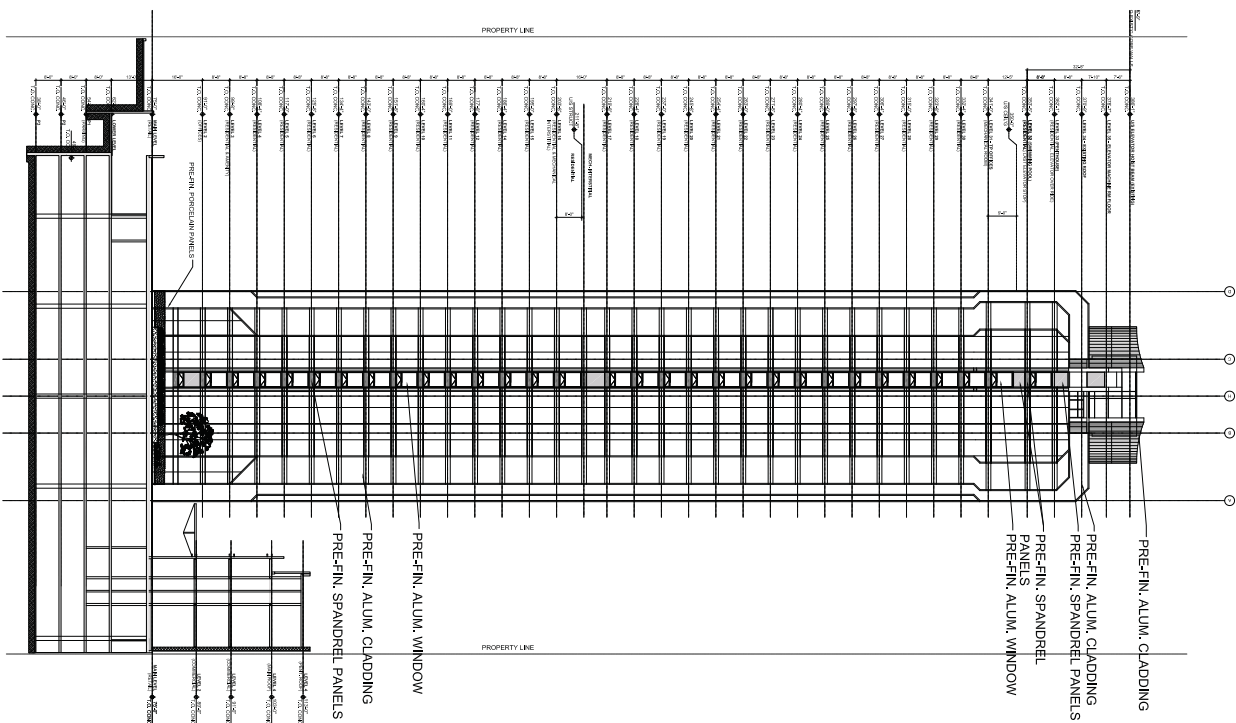
JAN 11 2014	DEVELOPMENT AGREEMENT AMENDMENT
DATE ISSUED	2013-06-10-001

SHEET TITLE

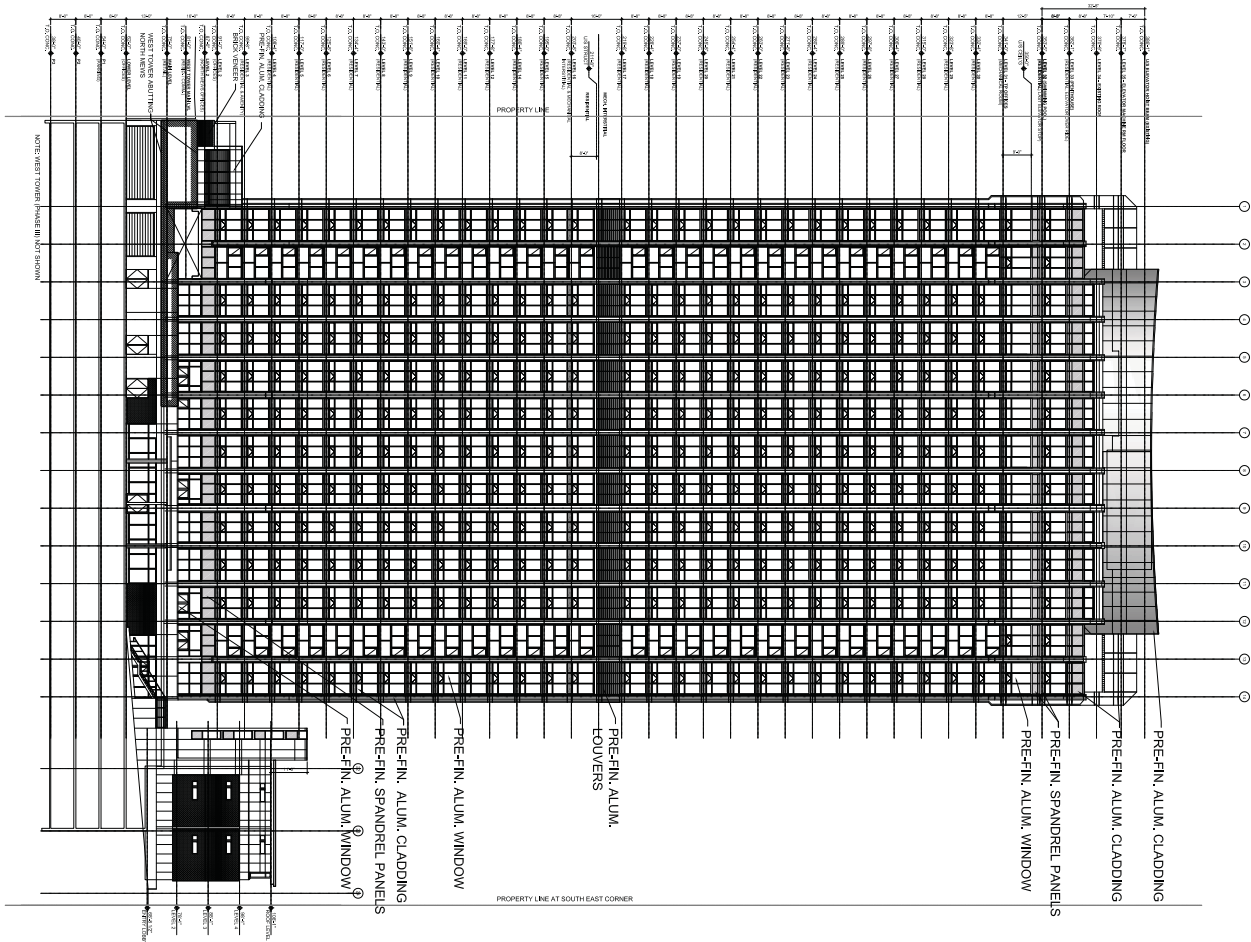
SOUTH AND WEST  
TOWER ELEVATIONS

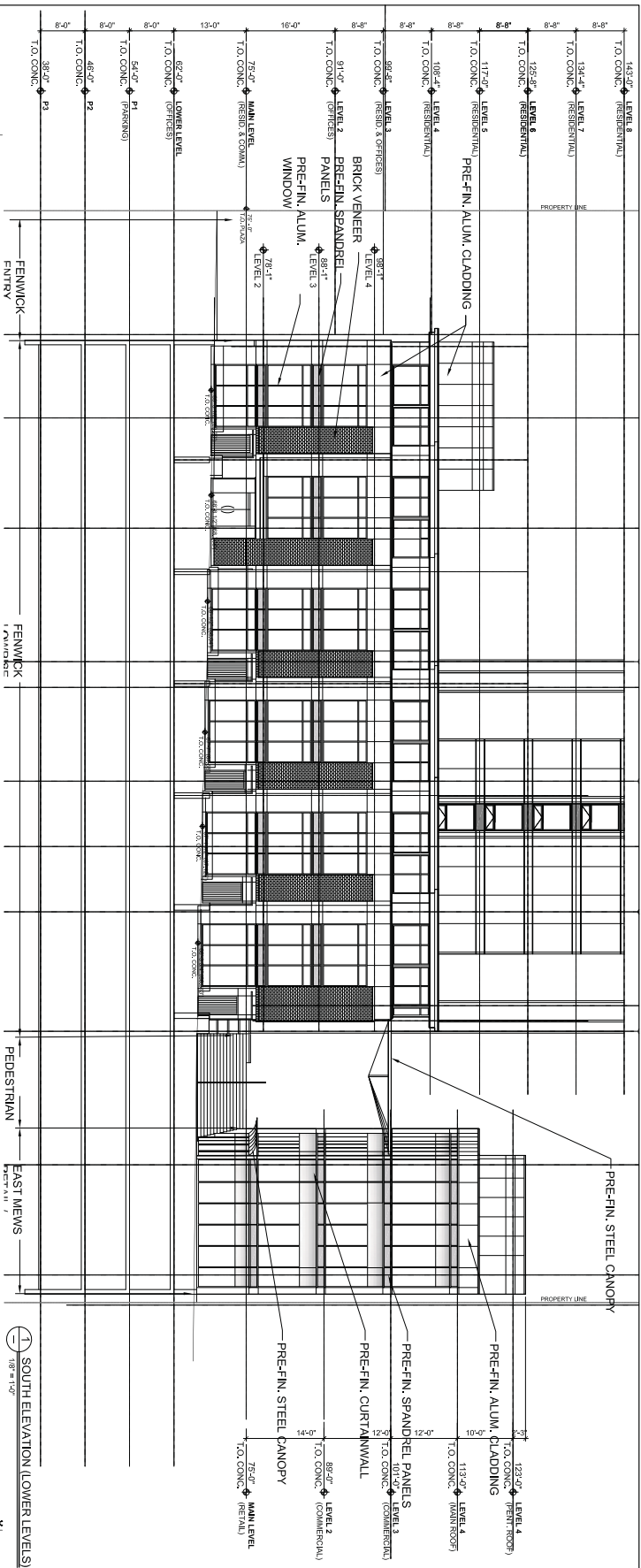
A20

2 SOUTH TOWER ELEVATION  
1/16" = 1'-0"



1 WEST TOWER ELEVATION  
1/16" = 1'-0"

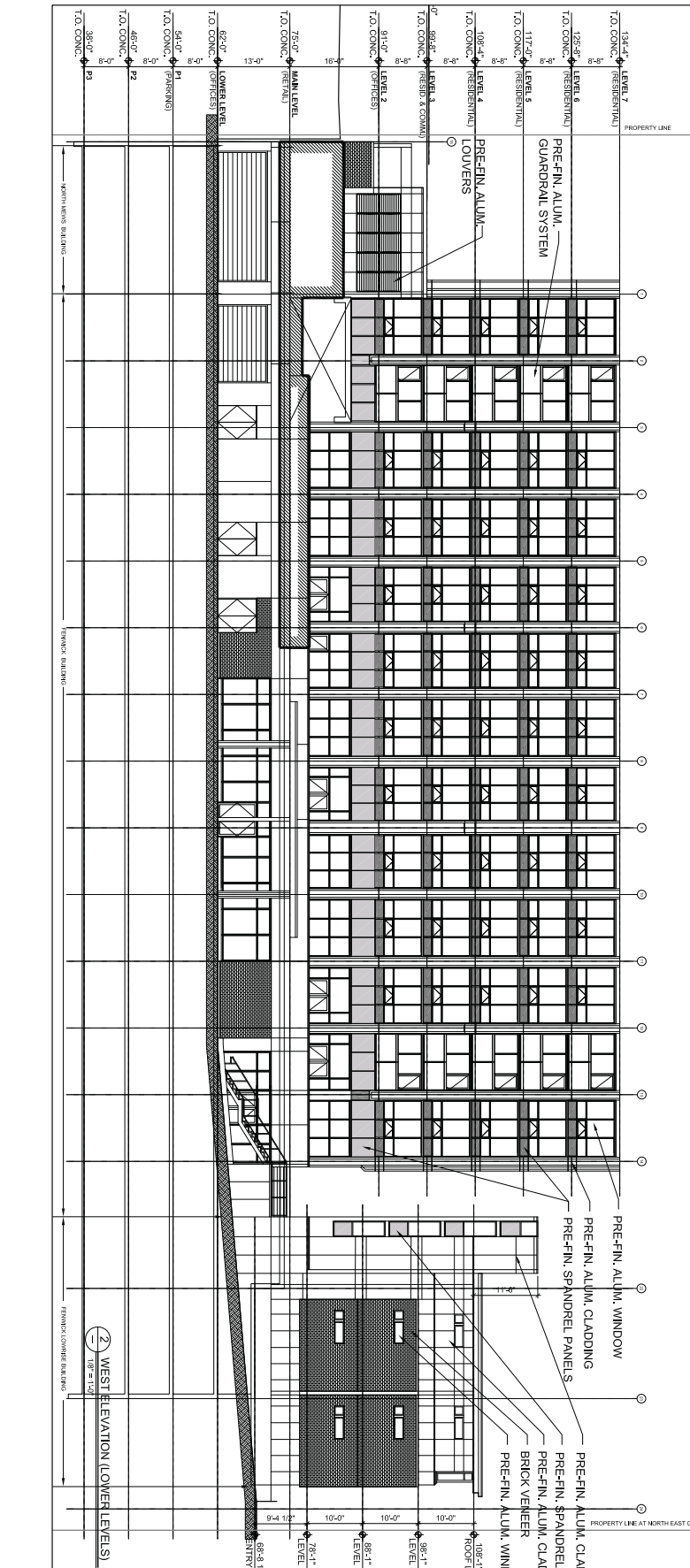




**AVP ARCHITECTURE INC.**  
 910, Bunting Street  
 Vancouver, British Columbia  
 Canada V6B 2C1  
 Tel: (604) 682-4079  
 Fax: (604) 682-4078  
 Web: www.avp.ca

**DEVELOPMENT AGREEMENT**

**Fenwick Tower Redevelopment**  
 for Templeton Properties  
 5599 Fenwick Street  
 Halifax, Nova Scotia



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**Fenwick Tower  
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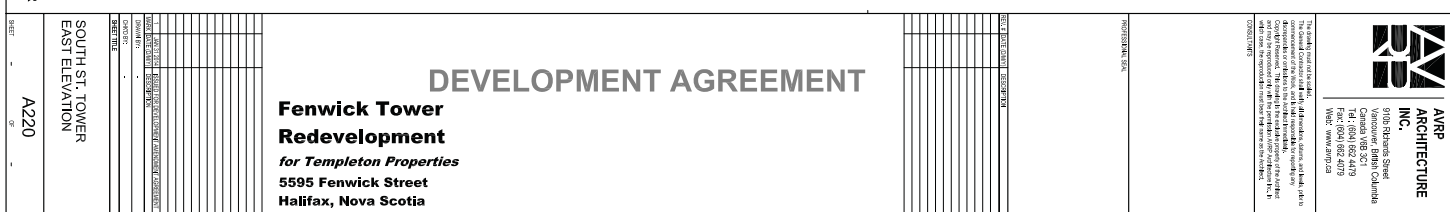
[illegible]

2 NORTH TOWER ELEVATION  
1/16" = 1'-0"

NORTH AND EAST  
TOWER ELEVATIONS







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PROPOSED SIGN

LEVEL 1 PROPOSED

LEVEL 2 PROPOSED

LEVEL 3 PROPOSED

LEVEL 4 PROPOSED

LEVEL 5 PROPOSED

LEVEL 6 PROPOSED

LEVEL 7 PROPOSED

LEVEL 8 PROPOSED

LEVEL 9 PROPOSED

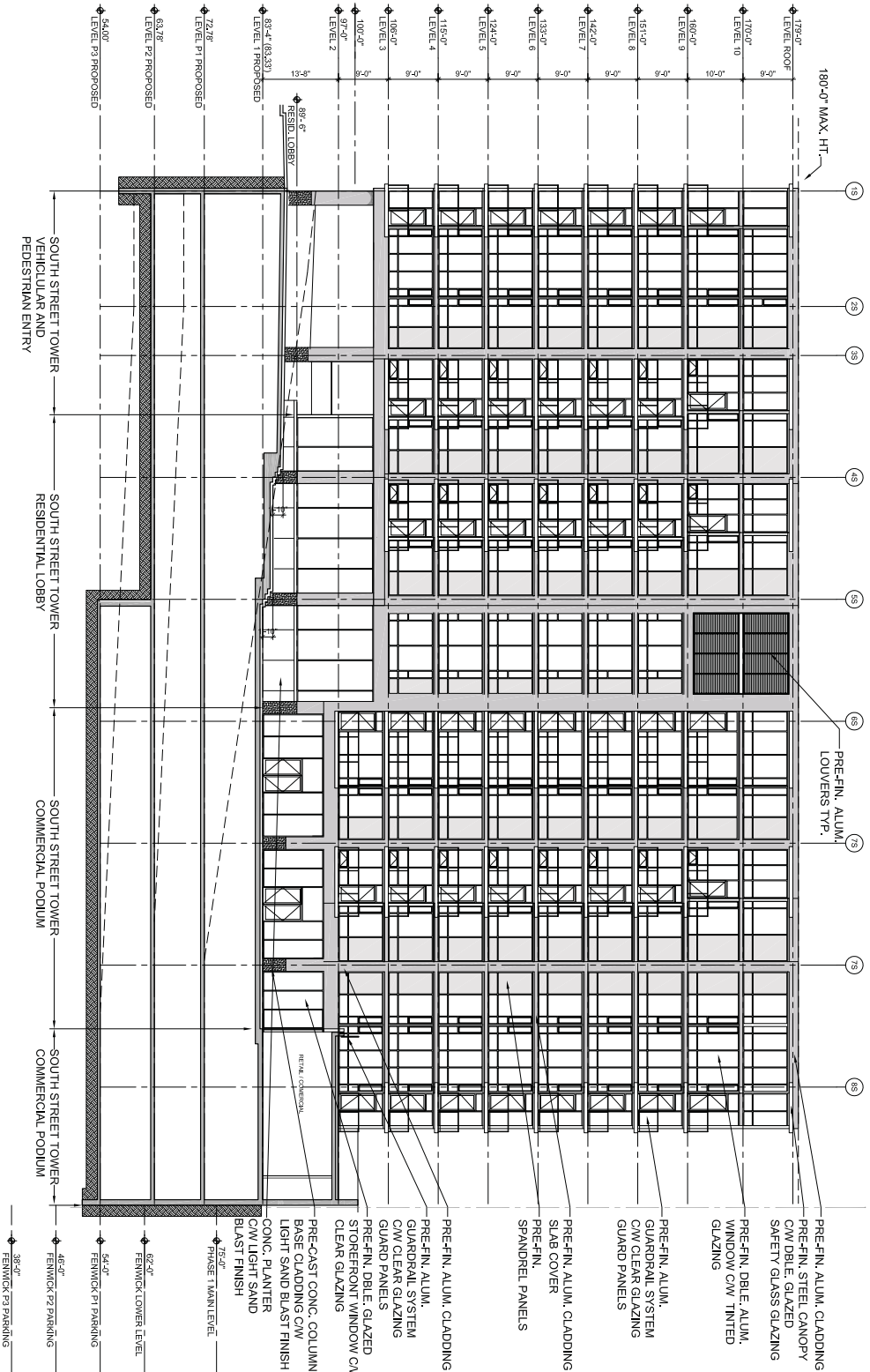
LEVEL 10 PROPOSED

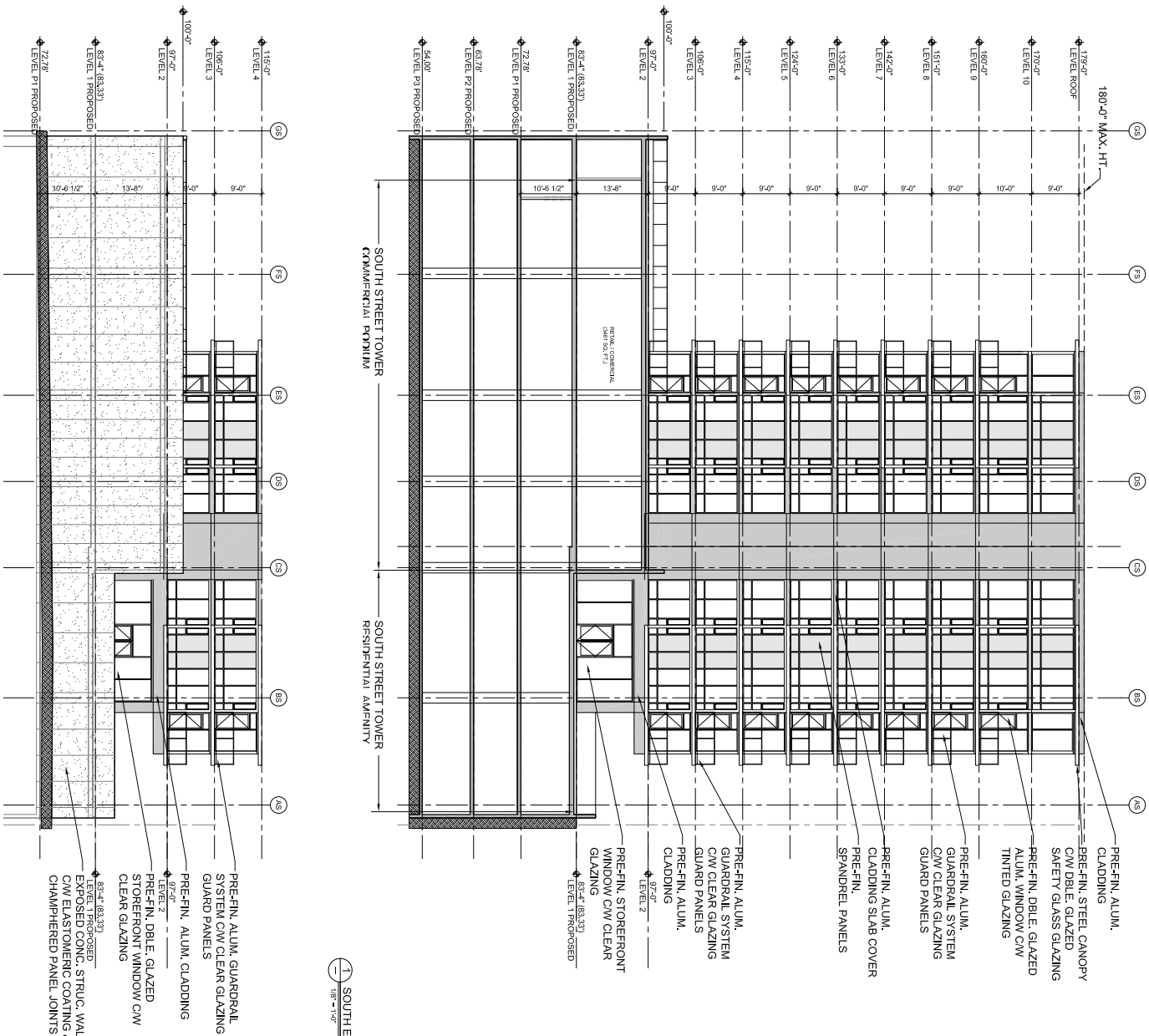
LEVEL 11 PROPOSED

## DEVELOPMENT AGREEMENT

**Fenwick Tower  
Redevelopment**  
for Templeton Properties  
5595 Fenwick Street  
Halifax, Nova Scotia

1 WEST ELEVATION OF SOUTH ST. TOWER  
1/8" = 1'-0"





1 SOUTH ELEVATION SOUTH ST. TOWER  
TYP. #1-15

2 SOUTH ELEVATION PARTIAL SOUTH ST. TOWER  
TYP. #1-15



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NO.	DESCRIPTION	DATE
1	PRELIMINARY	2015.01.15
2	REVISED	2015.01.15
3	REVISED	2015.01.15
4	REVISED	2015.01.15
5	REVISED	2015.01.15
6	REVISED	2015.01.15
7	REVISED	2015.01.15
8	REVISED	2015.01.15
9	REVISED	2015.01.15
10	REVISED	2015.01.15
11	REVISED	2015.01.15
12	REVISED	2015.01.15
13	REVISED	2015.01.15
14	REVISED	2015.01.15
15	REVISED	2015.01.15
16	REVISED	2015.01.15
17	REVISED	2015.01.15
18	REVISED	2015.01.15
19	REVISED	2015.01.15
20	REVISED	2015.01.15

## DEVELOPMENT AGREEMENT

**Fenwick Tower  
Redevelopment**  
for Templeton Properties  
5595 Fenwick Street  
Halifax, Nova Scotia

NO.	DESCRIPTION	DATE
1	PRELIMINARY	2015.01.15
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4	REVISED	2015.01.15
5	REVISED	2015.01.15
6	REVISED	2015.01.15
7	REVISED	2015.01.15
8	REVISED	2015.01.15
9	REVISED	2015.01.15
10	REVISED	2015.01.15
11	REVISED	2015.01.15
12	REVISED	2015.01.15
13	REVISED	2015.01.15
14	REVISED	2015.01.15
15	REVISED	2015.01.15
16	REVISED	2015.01.15
17	REVISED	2015.01.15
18	REVISED	2015.01.15
19	REVISED	2015.01.15
20	REVISED	2015.01.15

SOUTH ST. TOWER  
SOUTH ELEVATION

A222

This is a preliminary drawing and is not to be used for construction. It is subject to change without notice. The client acknowledges that it is responsible for obtaining all necessary permits and approvals from the relevant authorities. The architect is not responsible for any errors or omissions in this drawing.

PROJECTIONS: 50%

DATE: 10/10/2019

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## DEVELOPMENT AGREEMENT

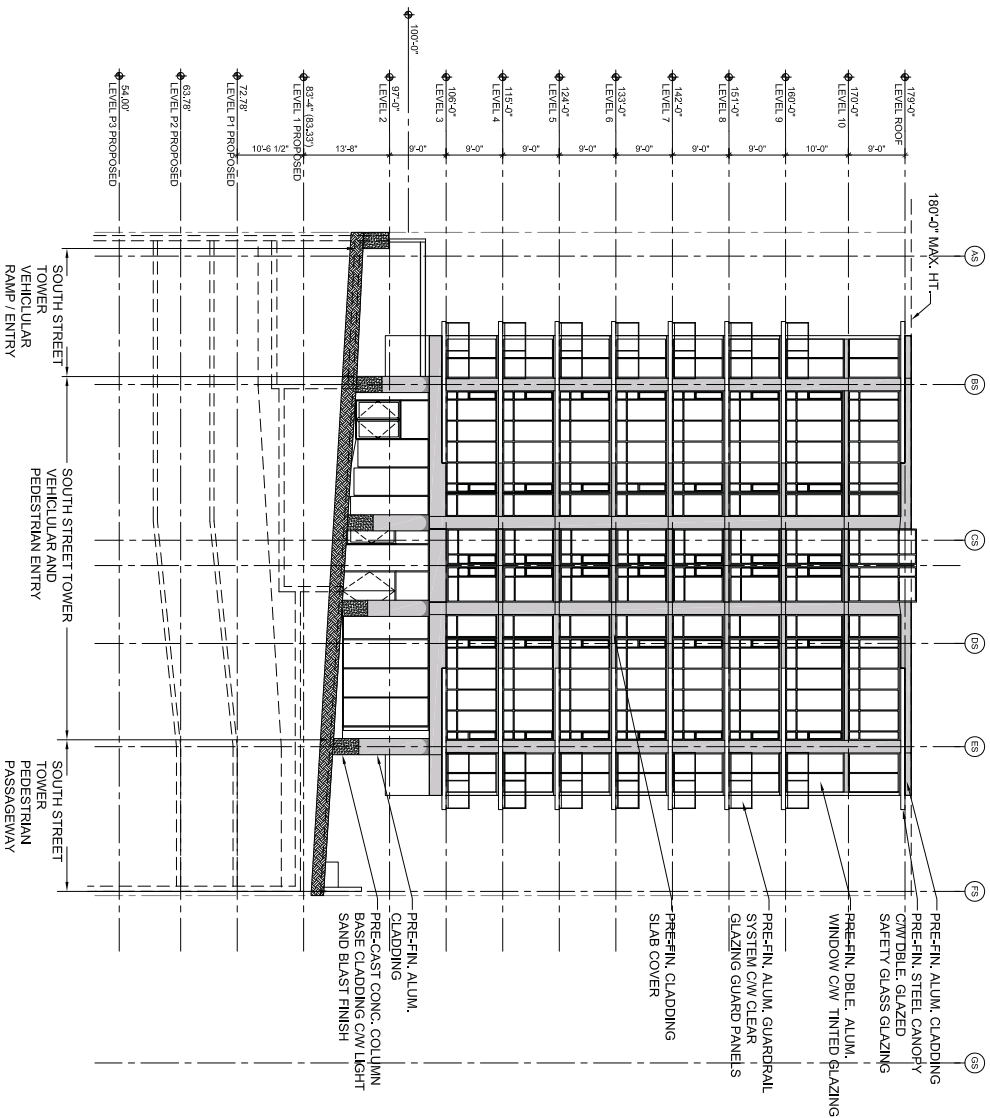
**Fenwick Tower  
Redevelopment**  
for Templeton Properties  
5595 Fenwick Street  
Halifax, Nova Scotia

1. FENWICK TOWER REDEVELOPMENT AGREEMENT

2. FENWICK TOWER

SOUTH ST. TOWER  
NORTH ELEVATION

A223



1 NORTH ELEVATION OF SOUTH ST. TOWER  
1/8" = 1'-0"

**Fenwick Tower  
Redevelopment**  
*for Templeton Properties*  
5599 Fenwick Street  
Halifax, Nova Scotia

This is a preliminary drawing and is not to be used for construction. It is subject to change without notice. The client is responsible for obtaining all necessary permits and approvals. The architect is not responsible for the accuracy of the information provided by the client.

PROJECT NAME: SOUTH ELEVATION WEST TOWER

DATE: 10/10/2014

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100
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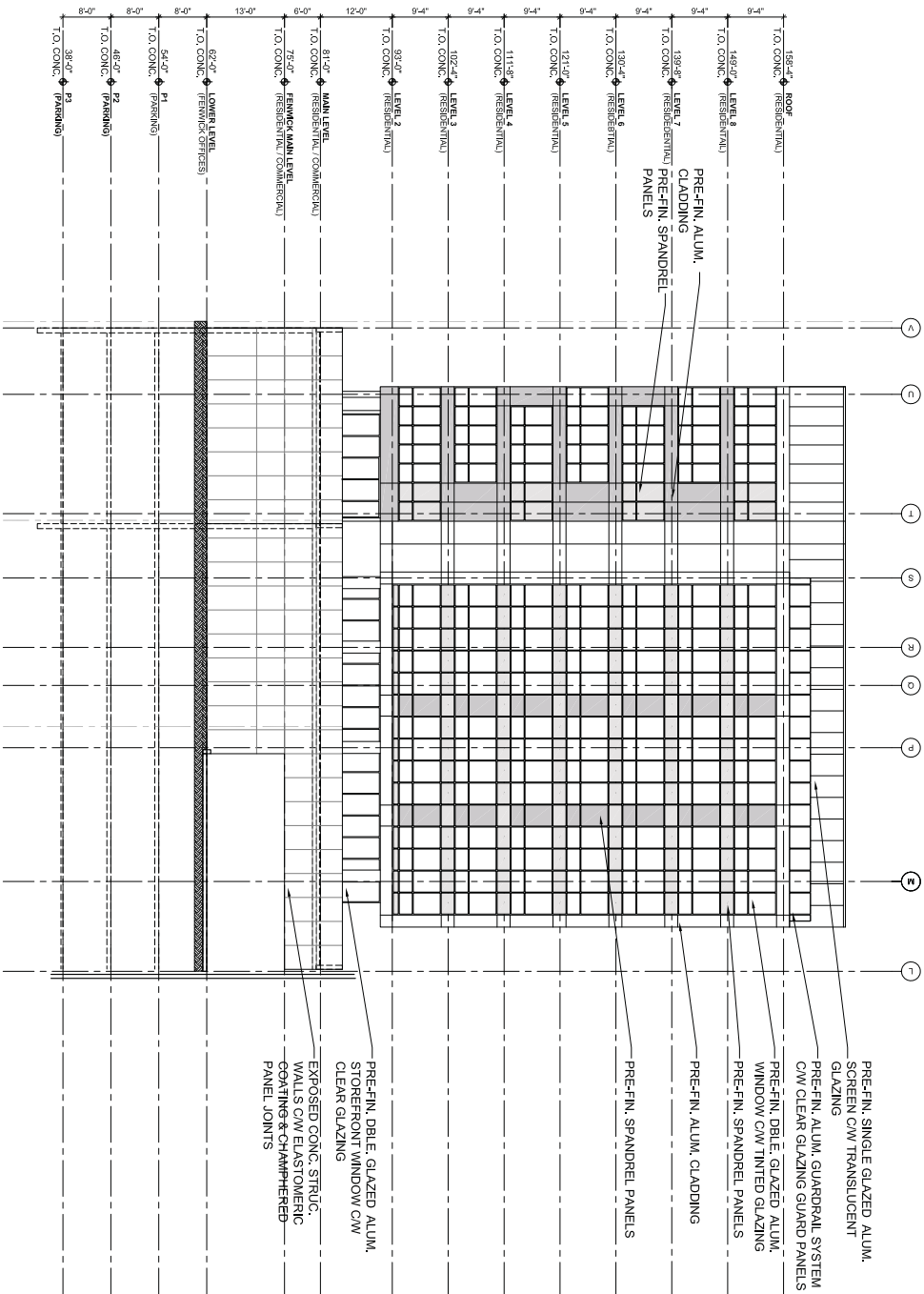
## DEVELOPMENT AGREEMENT

**Fenwick Tower  
Redevelopment**  
for Templeton Properties  
5599 Fenwick Street  
Halifax, Nova Scotia

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100
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SOUTH ELEVATION  
WEST TOWER

A241



1 SOUTH ELEVATION (WEST TOWER)  
1/8" = 1'-0"

**Fenwick Tower  
Redevelopment**  
*for Templeton Properties*  
5599 Fenwick Street  
Halifax, Nova Scotia

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WORK DATE ONLY	DESCRIPTION	
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SHEET TITLE		

A242

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CONSULTANTS

KEY	DATE IDUVT	DESCRIPTION
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Δ	OCT 1 2014	RE-INSURED FOR
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**Fenwick Tower  
Redevelopment**  
*for Templeton Properties*  
5599 Fenwick Street  
Halifax, Nova Scotia

	JAN 31 2014	CELESTIONET WORKSHEET AND EVENT
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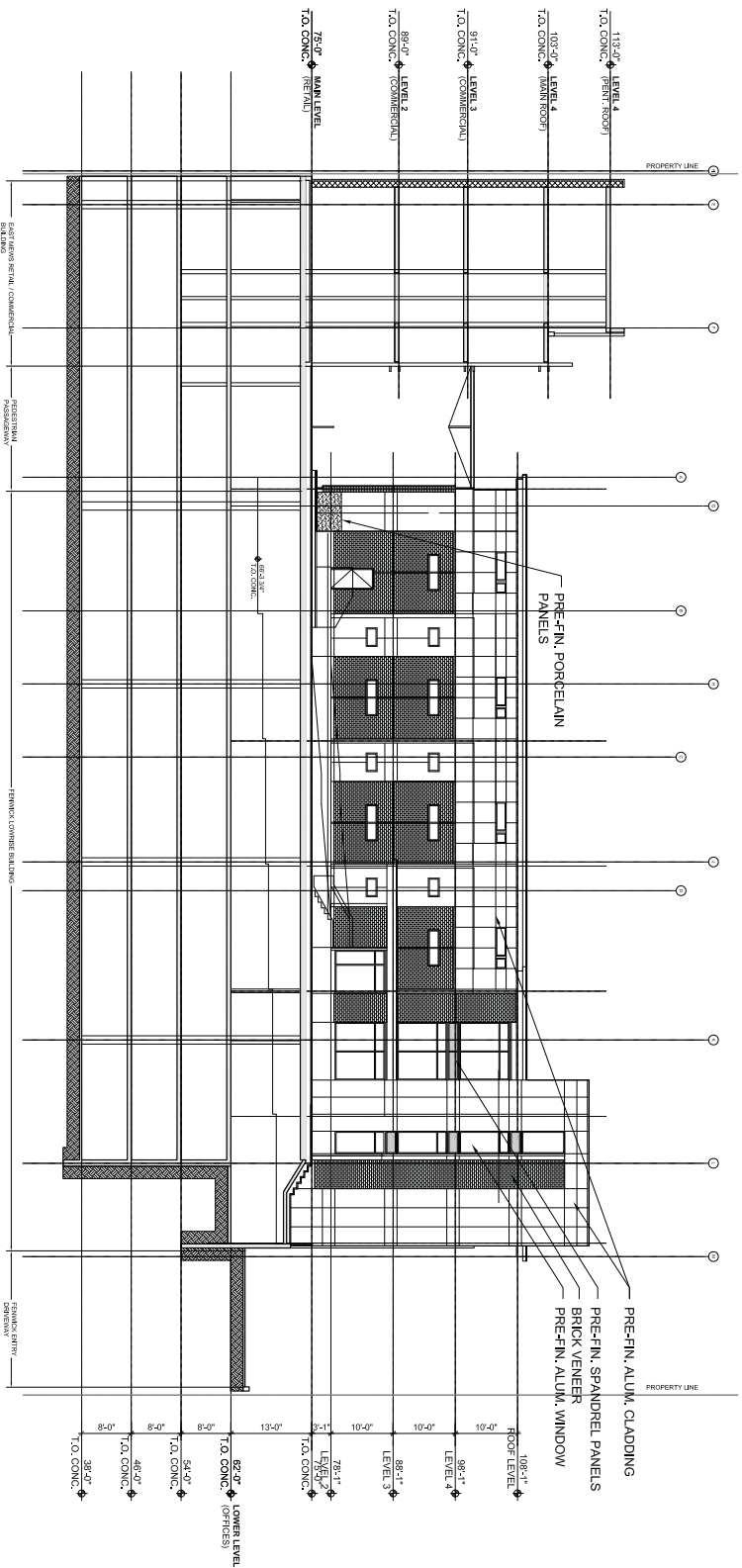
CREATING:

CHKD BY: \_\_\_\_\_

SHEET TITLE

NORTH ELEVATION  
LOW RISE

A260



1 NORTH ELEVATION (LOW RISE)  
— 1/8" = 1'-0"





## DEVELOPMENT AGREEMENT

**Fenwick Tower  
Redevelopment**  
for Templeton Properties  
5599 Fenwick Street  
Halifax, Nova Scotia

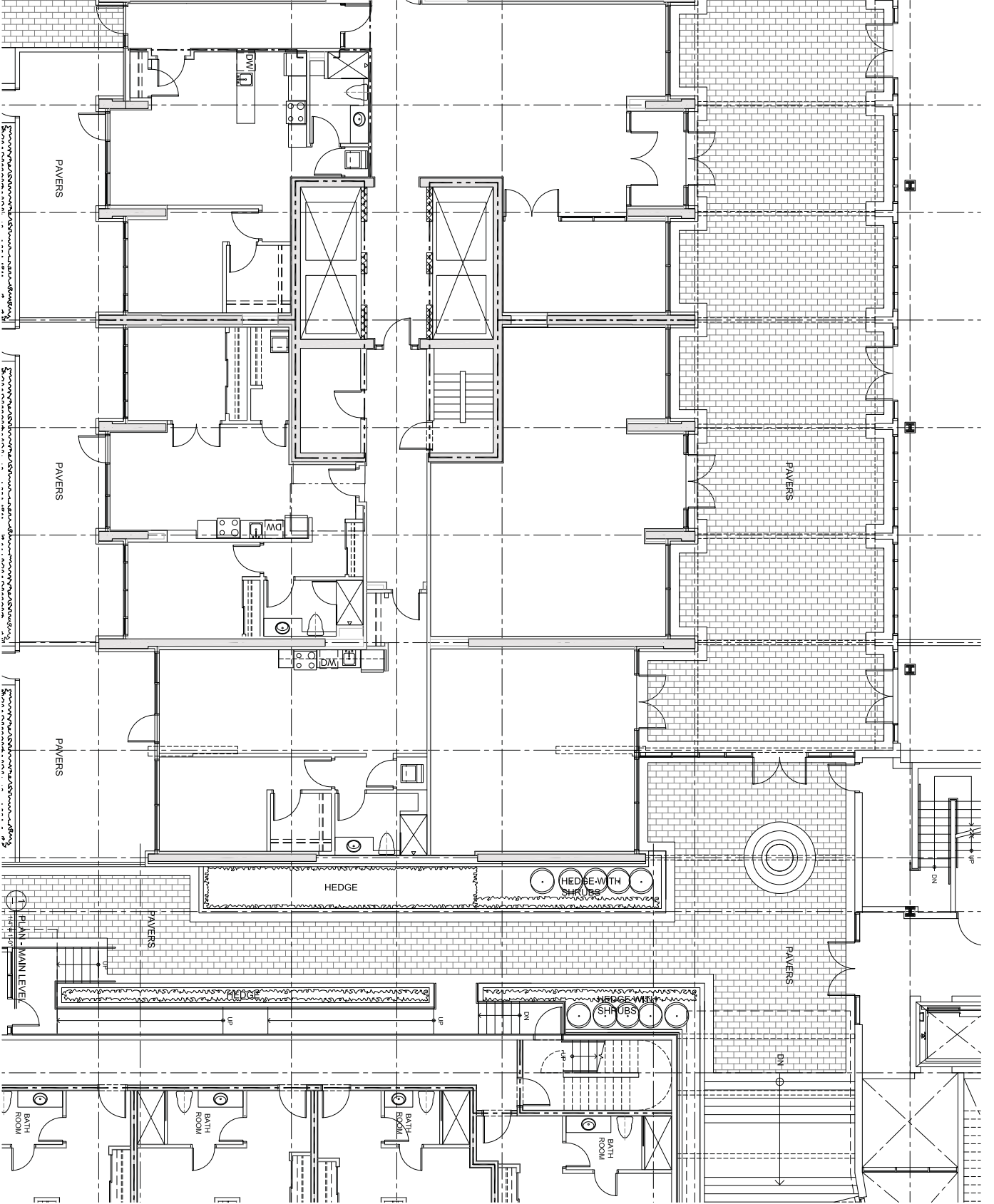


DATE: 10/10/2014

PROJECT: Fenwick Tower Redevelopment

LANDSCAPE PLAN  
MAIN LEVEL

Sheet: L001

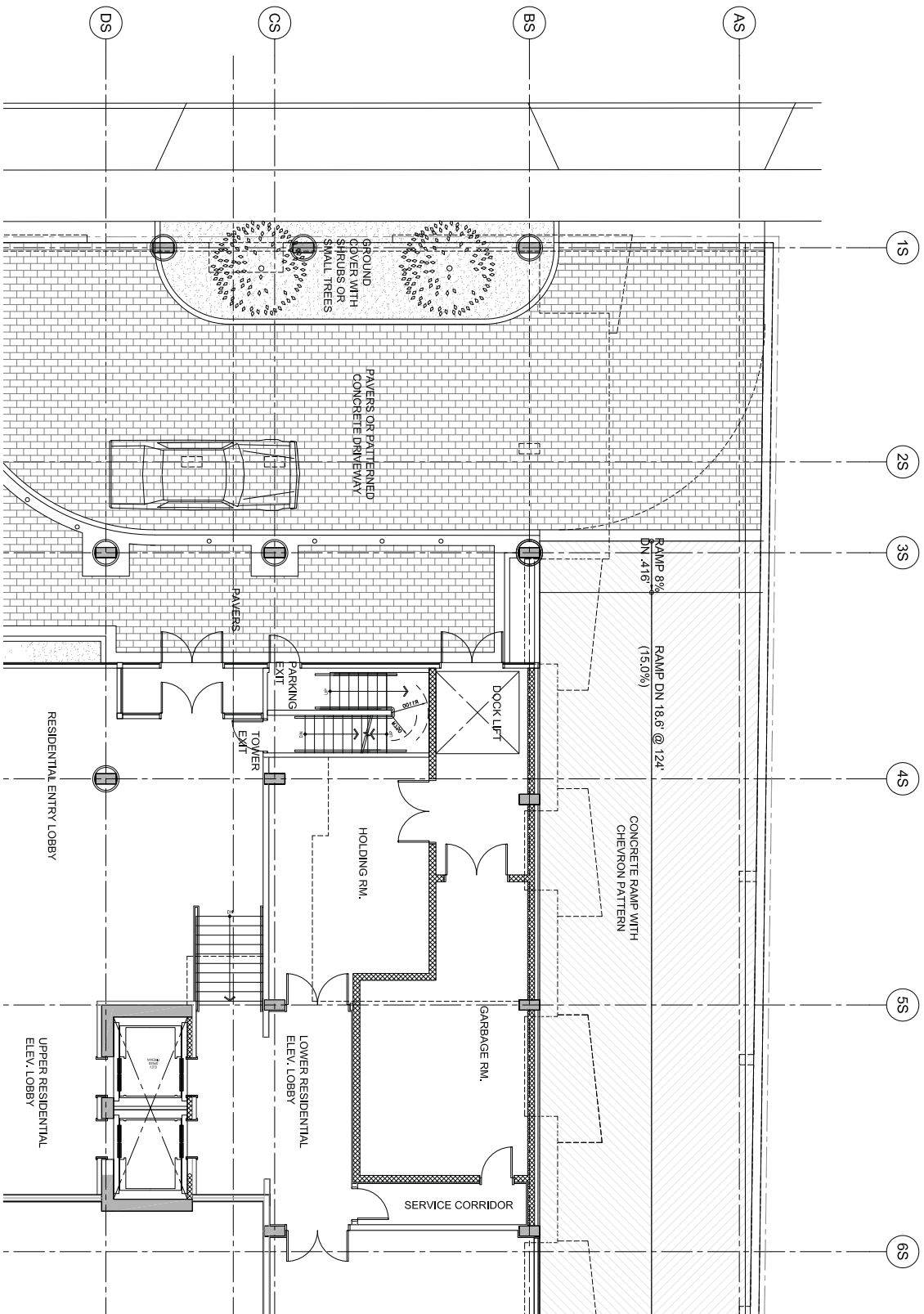












1 SOUTH TOWER LEVEL 1 MAIN FLOOR PLAN  
 1" = 1'-0"



**AVRP  
 ARCHITECTURE  
 INC.**  
 5175 Richmond Street  
 Vancouver, British Columbia  
 Canada V6B 3C7  
 Tel: (604) 682-4379  
 Fax: (604) 682-4879  
 Web: www.avrp.ca

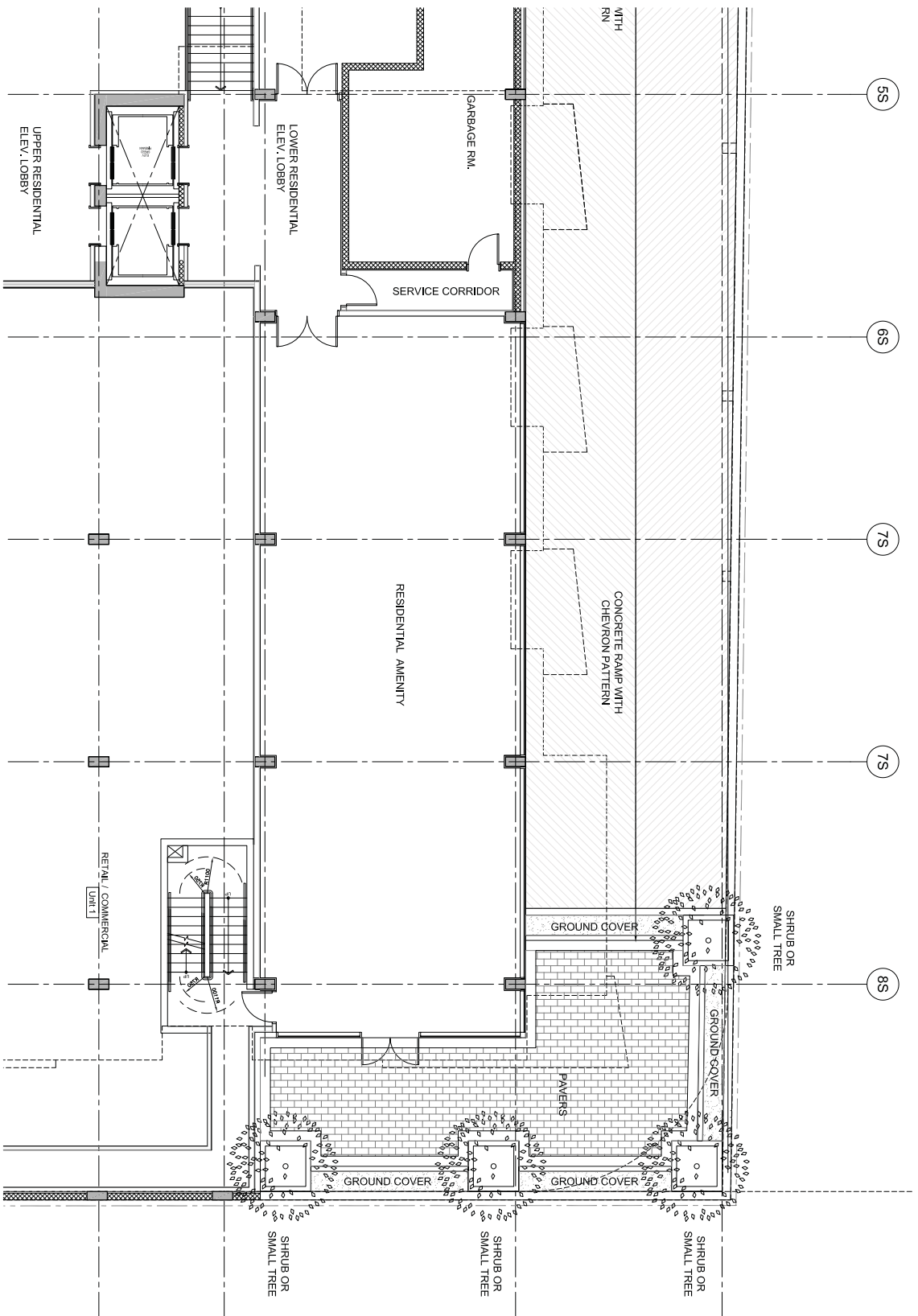
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PROPOSED PLAN, 5/24/2014

1 SOUTH TOWER LEVEL 1 MAIN FLOOR PLAN

Δ	OUTLINE	RE-BASED ON RE-COMMITTEE RE-STATE CASES
</		





1 SOUTH TOWER LEVEL 1 MAIN FLOOR PLAN  
1" = 10'



**AVRP  
ARCHITECTURE  
INC.**  
1015 Richmond Street  
Vancouver, British Columbia  
Canada V6B 3C7  
Tel: (604) 682-4879  
Fax: (604) 682-4879  
Web: www.avrp.ca

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PROPOSED LAYOUT

DATE: 10/10/2014  
DRAWN BY: [Name]  
CHECKED BY: [Name]

## DEVELOPMENT AGREEMENT

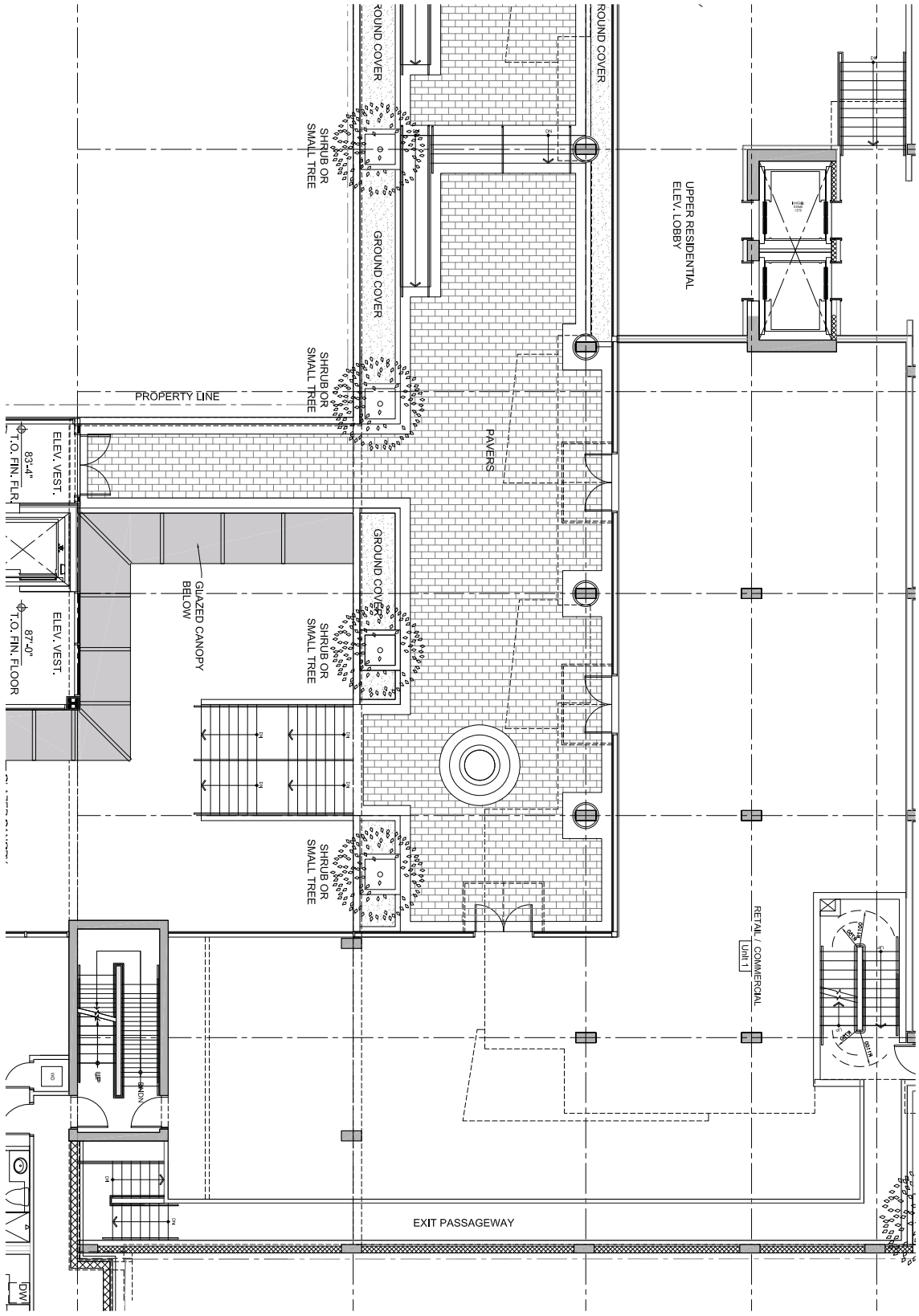


**Fenwick Tower  
Redevelopment**  
for Templeton Properties  
5595 Fenwick Street  
Halifax, Nova Scotia

1. FENWICK TOWER REDEVELOPMENT AGREEMENT
2. FENWICK TOWER REDEVELOPMENT AGREEMENT
3. FENWICK TOWER REDEVELOPMENT AGREEMENT
4. FENWICK TOWER REDEVELOPMENT AGREEMENT
5. FENWICK TOWER REDEVELOPMENT AGREEMENT
6. FENWICK TOWER REDEVELOPMENT AGREEMENT
7. FENWICK TOWER REDEVELOPMENT AGREEMENT
8. FENWICK TOWER REDEVELOPMENT AGREEMENT
9. FENWICK TOWER REDEVELOPMENT AGREEMENT
10. FENWICK TOWER REDEVELOPMENT AGREEMENT

SOUTH TOWER LEVEL 1  
LANDSCAPE PLAN

L006



1 SOUTH TOWER LEVEL 1 MAIN FLOOR PLAN  
1/8" = 1'-0"



AVRP ARCHITECTURE INC.  
1015 Richmond Street  
Vancouver, British Columbia  
Canada V6B 3C1  
Tel: (604) 682-4879  
Fax: (604) 682-4879  
Web: www.avrp.ca

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PROPOSED WORK

DATE: 10/10/2018  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

## DEVELOPMENT AGREEMENT

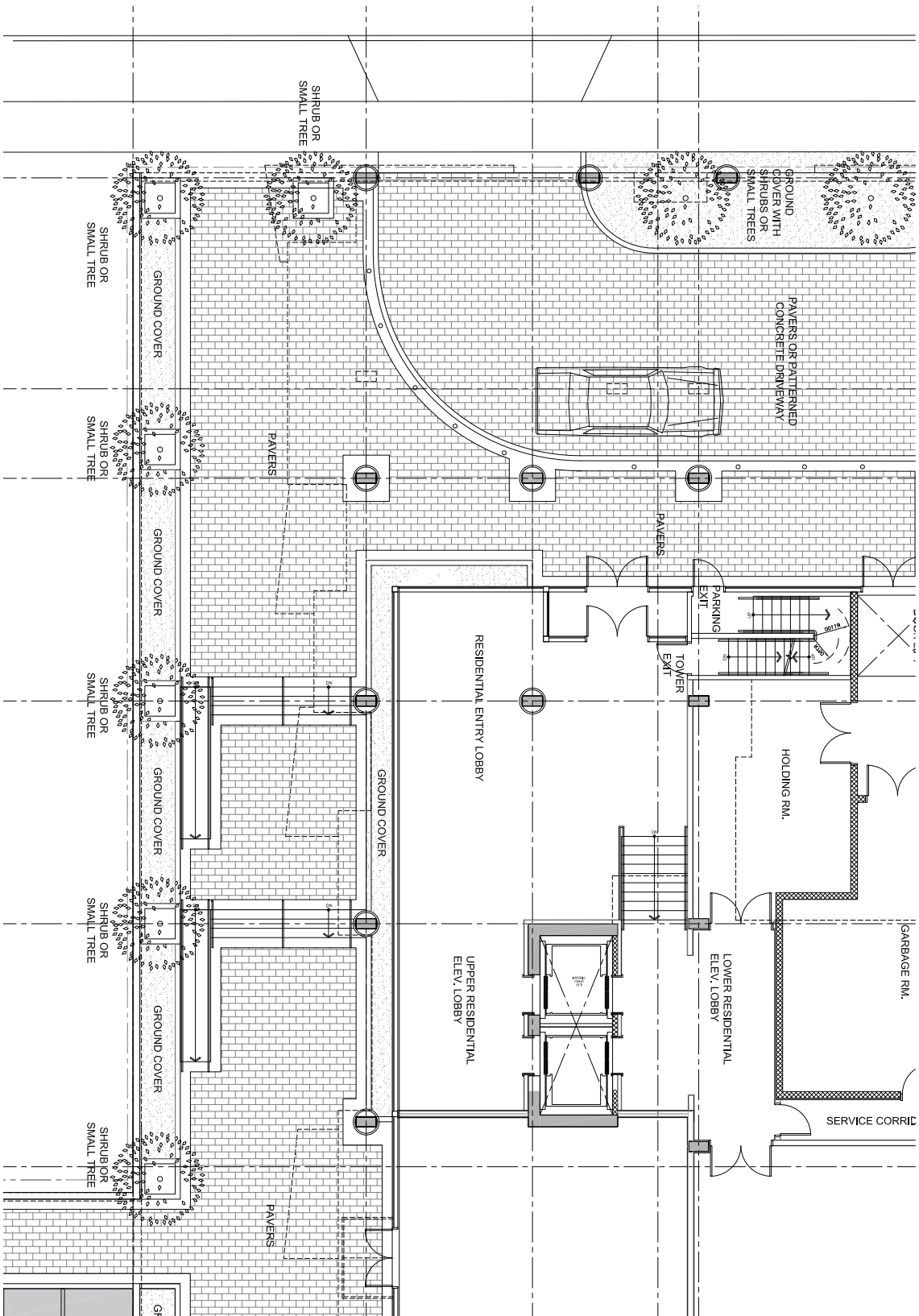
**Fenwick Tower  
Redevelopment**  
for Templeton Properties  
5595 Fenwick Street  
Halifax, Nova Scotia



NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100
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SOUTH TOWER LEVEL 1  
LANDSCAPE PLAN

L007



1 SOUTH TOWER LEVEL 1 MAIN FLOOR PLAN  
 1/8" = 1'-0"



**AVRP  
 ARCHITECTURE  
 INC.**  
 5175 Richmond Street  
 Vancouver, British Columbia  
 Canada V6B 3C7  
 Tel: (604) 682-4879  
 Fax: (604) 682-4879  
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PROPOSED PLAN

DATE: 10/10/2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

## DEVELOPMENT AGREEMENT



**Fenwick Tower  
 Redevelopment  
 for Templeton Properties**  
 5595 Fenwick Street  
 Halifax, Nova Scotia

DATE: 10/10/2014	REVISION: 1
DATE: 10/10/2014	REVISION: 2
DATE: 10/10/2014	REVISION: 3
DATE: 10/10/2014	REVISION: 4
DATE: 10/10/2014	REVISION: 5
DATE: 10/10/2014	REVISION: 6
DATE: 10/10/2014	REVISION: 7
DATE: 10/10/2014	REVISION: 8
DATE: 10/10/2014	REVISION: 9
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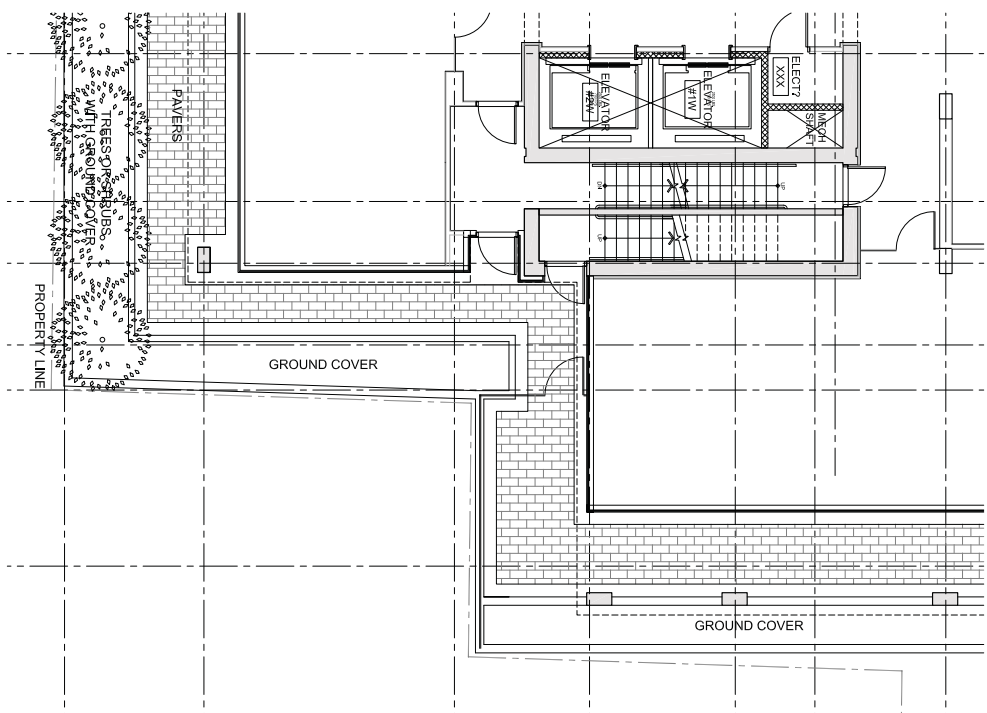
SOUTH TOWER LEVEL 1  
 LANDSCAPE PLAN

L008

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PROPOSED LAYOUT

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	12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[illegible]

**ATTACHMENT B:**  
**Proposed Discharging Agreement**

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

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**  
a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**  
a municipal body corporate, in the Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 5599 Fenwick Street, Halifax, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the former Peninsula Community Council of the Municipality, at its meeting on April 11, 2011, approved a Development Agreement to allow for a redevelopment on the Lands that includes new commercial and residential uses (Municipal Case No. 15937), which said Development Agreement was registered at the Halifax County Land Registration Office as Document No. 99010796 (hereinafter called the "Existing Agreement");

AND WHEREAS the Halifax and West Community Council of the Municipality, at its meeting on February 18, 2013, approved an Amending Development Agreement to allow for a change to the phasing schedule on the Lands (Municipal Case No. 17458), which said Amending Development Agreement was not registered at the Halifax County Land Registration Office (hereinafter called the "Amending Agreement");

AND WHEREAS the Developer has requested that the Existing Agreement and Amending Agreement be discharged from the Lands;

AND WHEREAS, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the Halifax and West Community Council of the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number **19293**;

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

1. The Lands are hereby discharged from the Existing Agreement and Amending Agreement, which shall no longer have any force or effect.

**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED** in the presence of: **(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

**ATTACHMENT C:**  
**Review of Relevant Policies –**  
**Halifax Municipal Planning Strategy (MPS)**

The proposal may be considered by Council through the following applicable policies of the Halifax Municipal Planning Strategy:

**Section V: South End Secondary Planning Strategy**

District Policies - District VI

<b>Applicable Policies</b>	<b>Staff Comments</b>
<b>Policy 7.7A:</b> Notwithstanding the High Density Residential designation applied to PID 41030735, the Fenwick Tower lands, and other policies of this Municipal Planning Strategy, Council may consider a redevelopment proposal for the entirety of these lands by development agreement.	The subject property is PID 41030735, the Fenwick Tower lands. The application is for a redevelopment proposal for the entirety of these lands by development agreement.

**Policy 7.7A.1:** In considering a development agreement proposal pursuant to policy 7.7A, Council shall have regard for the following:

<b>Applicable Policies</b>	<b>Staff Comments</b>
a) that a proposal is a comprehensive plan for the development of the lands in their entirety and includes construction phasing;	The proposed development requires a comprehensive redevelopment of the lands in their entirety, and includes provisions related to construction phasing.
b) that the development conforms with the Citadel Rampart and View Plane requirements;	Prior to building permits, the proposed development agreement requires confirmation from a Nova Scotia Land Surveyor that the planned construction meets the Citadel Rampart and View Plane requirements. Further, prior to occupancy permits, the proposed development agreement requires confirmation from a Nova Surveyor that the completed construction meets rampart and view plane requirements.



## Section V: South End Secondary Planning Strategy

### District Policies - District VI

<p>c) that the development is comprised of a mixture of residential dwelling unit types, with a minimum of 50% of the dwelling units that are comprised of a minimum of two bedrooms and that are spread throughout the development, and commercial uses that are compatible with residential uses;</p>	<p>The proposed development agreement requires at least 50 percent of the dwelling units in Phase 1 to have 2 or more bedrooms. Further, as each subsequent phase is completed, at least 50 percent of all dwelling units must have 2 or more bedrooms. To ensure dwelling units with 2 or more bedrooms are spread throughout the development, the proposed development agreement requires a minimum number in each phase (125 units in Phase 1, 30 units in Phase 2, 4 units in Phase 3).</p> <p>To ensure commercial uses are compatible with residential uses, the proposed development agreement provides a specific list of permitted commercial uses. These uses include retail stores, grocery stores, restaurants, banks, daycares, offices, and personal service uses.</p>
<p>d) that there is an adequate supply of vehicular and bicycle parking;</p>	<p>The existing agreement requires a minimum of 420 parking spaces. In comparison to the existing agreement, the proposed development agreement reduces residential density from 510 to 459 dwelling units and commercial density from approximately 92,000 to 40,000 square feet. Based on the reduction of residential and commercial density, the proposed development agreement has reduced the parking requirement to a minimum of 372 spaces.</p> <p>The proposed development agreement also requires bicycle parking to be provided subject to the Land Use By-law requirements.</p>
<p>e) that vehicular parking is exclusively provided within an interior parking garage that has access from both South Street and Fenwick Street;</p>	<p>The proposed development agreement requires vehicular parking to be exclusively provided with an interior parking garage, with access provided from both South Street and Fenwick Street.</p>

## Section V: South End Secondary Planning Strategy

### District Policies - District VI

<p>f) that the proposal is a single building with an underground parking garage, above which the form and land use of individual building elements is consistent with the following:</p>	<p>The proposed development requires a single building with an underground parking garage. Above the parking garage, the proposed development agreement requires individual building elements.</p>
<p>i. the existing Fenwick Tower may be enlarged towards Fenwick Street and its existing exterior cladding shall be replaced, along with the addition of a new penthouse;</p>	<p>The proposed development agreement requires existing exterior cladding of Fenwick Tower to be covered or replaced, and also requires the roofline to be articulated with a penthouse enclosure. The current proposal does not involve an enlargement of the Tower.</p>
<p>ii. Fenwick Tower shall contain commercial uses within its first three levels, residential uses throughout the remainder of the building element, with an option for commercial uses upon top level of the building;</p>	<p>The proposed development agreement requires Fenwick Tower to contain commercial uses that front the public pedestrian walkway. Further, the proposed development agreement requires commercial uses to locate within the first three levels of Fenwick Tower, and permits commercial uses upon the top level.</p>
<p>iii. at the base of Fenwick Tower, along Fenwick Street, there shall be Townhouse style dwelling units with an option for at grade commercial uses;</p>	<p>The existing agreement called for Fenwick Tower to be enlarged by extending the Tower closer to Fenwick Street, with the base of the Tower comprised of townhouse style units. Although an enlargement of Fenwick Tower is no longer contemplated, the proposed development agreement maintains the intent of policy by requiring a townhouse scaled building element along Fenwick Street. Townhouse style dwelling units are provided through individual entrances along Fenwick Street.</p>

## **Section V: South End Secondary Planning Strategy**

### **District Policies - District VI**

<p>iv. to the north-west of Fenwick Tower, there may be a building element that is a maximum of 8 storeys and a maximum of 85 feet above the level of the parking garage rooftop, that shall be comprised of ground floor commercial uses and either residential dwelling units or office uses;</p>	<p>The proposed development agreement allows for an 8 storey building element to the north-west of Fenwick Tower, which is less than 85 feet above the level of the parking garage rooftop. Commercial uses are required to locate within the ground floor, with residential units within the remainder of the building element. Converting this building element to an office building is identified as a non-substantive matter through the proposed development agreement.</p>
<p>v. upon South Street, there may be a building element that is a maximum of 10 storeys from South Street and in conformity with the Citadel View Plane requirements, that shall be comprised of ground floor commercial uses and upper storey residential uses;</p>	<p>The proposed development agreement allows for a 10 storey building element on South Street, and requires this building element to contain ground floor commercial uses and upper storey residential uses. See staff comments above in relation to Citadel View Plane requirements (Subsection 7.7A.1b).</p>
<p>vi. connecting South Street and Fenwick Street, there shall be a pedestrian passageway that is accessible to the general public and that may have one and two storey building elements along it, above the level of the parking garage rooftop, that shall have ground floor commercial uses and either second floor commercial or residential uses;</p>	<p>The proposed development agreement relocates the pedestrian passageway to the east side of Fenwick Tower. Two storey building elements with ground floor commercial, along with canopies that extend over the passageway, are required along sections of the passageway. Relocating the pedestrian passageway to the east side of Fenwick Tower creates a direct connection between South Street and Fenwick Street, while the eastern location and the use of extensive canopies create comfortable pedestrian conditions.</p>

## Section V: South End Secondary Planning Strategy

### District Policies - District VI

<p>g) that rooftop areas around the base of the building elements described above and the pedestrian passageway, are comprised of landscaping;</p>	<p>The proposed development agreement requires landscaping to be incorporated around the base of building elements and the pedestrian passageway.</p>
<p>h) that mechanical equipment and other utilitarian features are concealed;</p>	<p>The proposed development agreement requires mechanical equipment and other utilitarian features to be concealed or integrated into the design of the building elements.</p>
<p>i) that environmental factors, including sun/shadow and wind conditions are suitable for in the intended use of the site; and</p>	<p>In anticipation of redeveloping the site under the conditions of the existing development agreement, the applicant commissioned RWDI Consultants and Engineers to establish levels of comfort for walking, standing, and sitting that are to be achieved in specific locations of the site. RWDI also conducted detailed wind tunnel testing based on the building design permitted by the existing development agreement. Based on the wind tunnel testing, and RWDI's review of the proposed design changes, wind conditions are expected to be suitable for the intended use of the site.</p> <p>As part of the approval process for the existing development agreement, the applicant's Architect submitted a Shadow Analysis which considered shadow impact on both public open space and on-site landscaped open space. The Shadow Analysis identified the existing Fenwick Tower already casts a shadow on public open spaces on the north side of</p>

## Section V: South End Secondary Planning Strategy

### District Policies - District VI

	<p>South Street (Fort Massey and Holy Cross cemeteries), and further identified the proposed enlargement of Fenwick Tower would cast a small amount of additional shadow. Given the proposal does not include provisions for an enlargement of Fenwick Tower, shadow conditions on public open spaces are expected to be suitable.</p> <p>For the pedestrian passageway, the Shadow Analysis identified there is a reasonable amount of shadowing at various times of the day and year. Staff expect the relocation of the pedestrian passageway to the east side of Fenwick Tower will generally create shadow impact later in the day, but overall will result in a similar amount of shadowing identified in the Shadow Analysis. To assist in providing a suitable on-site pedestrian environment, the proposed development agreement requires the section of the pedestrian passageway immediately east of Fenwick Tower to include canopies that extend over the passageway.</p>
j) that the form of the development is of a high quality and that the development and its land uses are suitable with surrounding properties.	<p>The proposed development agreement requires the use of high quality building materials and limits commercial land uses as described above.</p>

**ATTACHMENT D:**  
**Minutes from the Public Information Meeting**

**HALIFAX REGIONAL MUNICIPALITY**  
**Public Information Meeting**  
**Case No. 19293**

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**Thursday, June 26, 2014**  
**7:00 p.m.**  
**The Westin Nova Scotia**

**STAFF IN**

**ATTENDANCE:**

Miles Agar, Planner, HRM Planning Applications  
Alden Thurston, Planning Technician, HRM Planning Applications  
Cara McFarlane, Planning Controller, HRM Planning Applications

**ALSO IN**

**ATTENDANCE:**

Councillor Waye Mason, District 7  
Joe Metlege, Templeton Properties

**PUBLIC IN**

**ATTENDANCE:**

Approximately 7

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The meeting commenced at approximately 7:05 pm.

**1. Call to order, purpose of meeting – Miles Agar**

Mr. Agar introduced himself as the Planner facilitating this application through the planning process; Cara McFarlane and Alden Thurston, HRM Planning Applications; Joe Metlege, President of Templeton Properties; and Councillor Waye Mason, District 7.

The PIM agenda was reviewed.

The purpose of the Public Information Meeting (PIM) is to identify that HRM has received an application, give some background on the proposal and receive feedback on the proposal from the public. This is purely for information exchange and no decisions are made at the PIM.

**2. Overview of planning process – Miles Agar**

HRM has received the application; Staff has conducted a preliminary review; the PIM is being held this evening; Staff will provide Districts 7 and 8 Planning Advisory Committee (PAC) with information on the proposal and comments from this meeting so they can provide a recommendation to Halifax and West Community Council (HWCC); Staff will conduct a detailed review and provide HWCC with a staff report providing a recommendation and analysing the details of the proposal; HWCC will give first reading and schedule a public hearing where a decision on the application will be made; the decision is subject to a 14 day appeal period; if not appealed, the development agreement would move through the registration process and be eligible for building permits.

### **3. Presentation of proposal – Miles Agar**

Templeton Properties has submitted an application to amend the existing development agreement to allow for changes to the approved building elements.

In 2011, Regional Council approved a Municipal Planning Strategy (MPS) Policy which allows for the consideration of a comprehensive redevelopment of this entire site under a development agreement. The development agreement allowed for an addition to the existing Fenwick Tower, two additional towers, a townhouse style building, a pedestrian connection between Fenwick and South Streets, and some commercial uses along that connection.

Mr. Agar showed a site plan of the existing approval and what is permitted in terms of a building addition to Fenwick Tower.

A graphic representation of the building under the existing approval was shown.

The applicant proposes to: a) relocate the pedestrian passage; b) reduce the height and size of Fenwick Tower in terms of the permitted expansion; c) change the Fenwick Street side of the development and a few changes to the South Tower; d) reconfigure the placement of the larger units (two bedrooms) within the development; and e) reduce the onsite parking.

The applicant is requesting to move the pedestrian passage to the eastern side of Fenwick Tower from Fenwick Street up to South Street.

Shown were the building elements that are permitted under the existing approval. The proposal is to take the existing building in its current form, provide a treatment along the roofline and re-clad the building. The pedestrian passageway was shown to the east of Fenwick Tower as opposed to the west and the townhouse style and commercial mews buildings were shown. On South Street, the building scale remains the same; however, the first and second floor are recessed back from the street to provide the opportunity for vehicle drop off and the portions above will become a streetwall along South Street.

The reconfiguration of the two bedroom units was shown. The existing agreement requires 50% of all the dwelling units (510 units) within each building element of the entire development to have at least two bedrooms or greater. The applicant is proposing to have more two bedroom units within the tower. Because Fenwick Tower is not being expanding, there would be fewer overall units.

The existing approval requires a minimum of 420 parking spaces. The applicant is proposing 372 onsite spaces with the option of the lowest level of underground parking to be converted for storage if required.

### **Presentation of Proposal – Joe Metlege**

Mr. Metlege outlined their request.

Relocating the pedestrian passageway makes sense in order to be used as a throughfare for pedestrians within the site as well as off the site to access the commercial component of the development. This would allow for the public open space and landscaping to be on the west side of the development close to the neighbouring apartment building and residential homes and shift more of the commercial focus to the east side to compliment the commercial already along Fenwick Street. The way that the buildings will be structured creates an opportunity for more comprehensive weather protection throughout the mews. It would still be open access but would provide more protection from the weather from overhead.

The applicant is proposing to eliminate the addition to Fenwick Tower that was previously approved except for the podium portion. It is important to create a setback from Fenwick Street and keep a more human scale along the street. It allows: a) more open space on the site; b) reduces the mass of Fenwick Tower; c) allows for a larger setback (about 40 feet) for the Tower from Fenwick Street; and d) reduction in the number of units in the tower itself.

With regards to the South Street tower, the applicant is proposing to create a looped driveway in place of the first two floors to create an area for vehicles to drop off/pick up within the site in a protected area as opposed to stopping on the side of the street in all kinds of weather and creating congestion.

The existing approval requires that every building have 50% of the units as two bedrooms. The proposal will actually reduce the number of units on the site substantially and allow the properties to be more manageable. The intent of the two smaller buildings is to create high-end affordable units by having a smaller area of unit. Overall, this proposal has a larger percentage of two bedrooms on the site.

Originally, there were parking spaces allocated within the tower for neighbours to reserve parking spaces in order to have off-street parking during the winter. That number will not change; however, with a substantial reduction in the unit counts, not as much parking is needed. The option to provide storage, if needed, is still available. One of the underground parking levels could potentially be converted and still have ample parking for the site.

#### **4. Questions and Comments**

**Chris Spencer, Fenwick Street** – Applauded the applicant's efforts. There was talk about the manageability of the bigger towers but he is concerned about the two smaller buildings, considerable inflation in the number of units and the shift to more affordable units. He agrees with having a mix of social and income levels, but visualizes some instability and turnover in terms of populous that is closer to where he lives on that side of the development. **Mr. Metlege** said that the applicant's intent is to attract those who value high-end elements. The existing approval has all the buildings connected, but shifting the unit counts and separating the buildings will allow for resident managers in each building.

**Mr. Spencer** – Will there be a full-time security presence 24 hours a day? **Mr. Metlege** said that today there is and moving forward there will be. This function is provided by the live-in superintendents and managers of each building. Currently, Fenwick Tower has a call centre service as well.

**Mr. Spencer** – Some residents were against balconies in the last proposal. **Mr. Metlege** said that all but three balconies have been eliminated. Balconies serve to break up the building and avoid the appearance of a commercial building.

**Mr. Spencer** – How will the cladding change? **Mr. Metlege** explained that the same materials will be used. Essentially, where the windows and patios are now, the precast will be removed and six feet of the opening will be glass. The existing blank concrete shear walls that protrude out from the building will be wrapped in aluminum paneling. When it comes to colours, suggestions are welcomed. The applicant's desire would be to keep the metallic color range. **Mr. Spencer** would like to see something that breaks up the mass of the building along Fenwick Street.



**Mr. Spencer** – Councillor Uteck gave the residents assurance that re-cladding the tower would be one of the first things done. Is that still the case? **Mr. Metlege** said it would be. The original approval had the tower being cladded last but they have asked to have that changed with this proposal.

During the question period of the PIM, **Mr. Agar** mentioned that Councillor Mason excused himself to attend a public hearing at HWCC.

**Mr. Spencer** – How will the construction vehicles be entering the site during construction? The applicant said it would be coming off of South Street so the residents wouldn't see any of it. **Mr. Metlege** said he never gave assurance that all of it would be coming off of South Street but the majority (about 90%) would be as there is a natural landing lot and it is a larger street. **Mr. Spencer** would like to have on the record that this issue was discussed with Councillor Uteck. During the construction phase, considering some type of traffic break along Fenwick Street would stop the traffic flow throughout as it goes towards the west block which is zoned differently. If construction traffic wanted to come in off of Fenwick Street, they would come from the east side rather than the west side of Fenwick through the R-2A Zone. This would be a reasonable compromise on the part of HRM to consider some of the special needs of the community around this development. **Mr. Agar** explained that from the planning side of things, land use rules are allowed to be applied to the private property but the development agreement itself wouldn't include clauses that talk about traffic; however, that would be brought up with the Engineering department. It is a good idea to bring it up with the area Councillor as well. **Mr. Spencer** did bring forward special considerations that he felt were warranted during the hearing before full council for the previous approval. This is a prolific development and a good thing, but the special interests and needs of the local community have to be considered particularly during the construction phase. Councillor Uteck and the full council were behind this. He wanted to reinforce this to be a solid expectation on his part that HRM will respond in a constructive, solution-oriented way.

**Mr. Spencer** – He asked about the rental versus condo mix. **Mr. Metlege** said it will not make a difference in terms of design and development. The buildings are constructed as if they were condominiums.

**Mr. Spencer** – How are deliveries and commercial comings and goings going to be managed on that site? **Mr. Metlege** mentioned that the commercial component has been cut from 90,000 square feet to 40,000 square feet. The circulation on the site hasn't changed and will connect by the underground parking. **Mr. Spencer** asked if there was a visual showing the loading area aesthetically as that is what he will see from his end. **Mr. Metlege** said that the garbage for the two buildings shown would be handled underneath the building. The South Tower will handle its own garbage and be serviced off of South Street. The layout and design of the lower lobby has not changed from the original approval. There will be landscaping in the loop but it is a very small area. All of the landscaping will happen on the podium level. **Mr. Spencer** suggested planters and a green wall. The pedestrian access would have to be aesthetically pleasing as well.

**Mr. Spencer** – He is concerned that the narrow alleyways will have an industrial look and dead space. There will be a lot of pedestrians and hopefully fewer vehicles. He suggested removing one of the units (area shown) and reducing the width of some other units in order to open up the area to provide a more natural aesthetic entranceway. **Mr. Metlege** assured that it will be just that and it won't require any touch-ups because it already incorporates a walkway.

**Dane Hollett, Barrington Street** – He thanked Mr. Metlege for his dedication to improve the look of the tower. The previous plan was frustrating as it infringed on a viewplane. Why does downscaling a development need approval from HRM? **Mr. Agar** explained that the policy in

place for this site allows for certain things to be considered and some of them are maximums. This site has a development agreement on it which allows the development to happen as shown in the previous drawings. Therefore, to make the requested changes requires the consideration of this process.

**Mr. Hollett** – Could the building be longer as opposed to wider to accommodate additional units on the north or south face? **Mr. Metlege** said it would throw the architecture of the building off.

**Mr. Hollett** – Can the canopy for the walkway be lowered? **Mr. Metlege** would look into it with the architect but it may have to do with the elevation change as it goes lower and deeper into the site at the second storey.

**Mr. Hollett** – What type of commercial is anticipated to move in? **Mr. Metlege** said it would be smaller scale commercial (small boutique shops, maybe a restaurant) anywhere between 3,000 and 5,000 square feet.

**Mr. Hollett** – Where would the car/pedestrian entrances be for the other building? **Mr. Metlege** showed the location of the pedestrian/vehicle accesses and underground parking.

## **5. Closing Comments**

**Mr. Agar** thanked everyone for coming and expressing their comments.

## **6. Adjournment**

The meeting adjourned at approximately 8:07 p.m.