

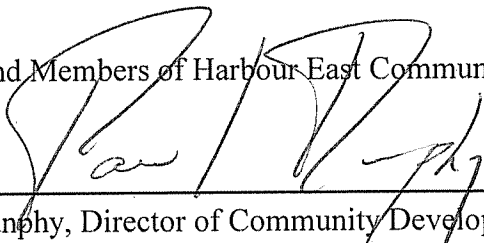


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**Harbour East Community Council
December 3, 2009**

TO: Chair and Members of Harbour East Community Council

SUBMITTED BY:


Paul Dunphy, Director of Community Development

DATE: November 12, 2009

SUBJECT: Case 01355 - Stage II Agreement, Phase 1 - King's Wharf

ORIGIN

An application by EDM Ltd., for lands of The Anchorage at Dartmouth Cove Property Development Inc. and Olivia Ferris Ltd., to enter into a Stage II development agreement for Phase 1 of the King's Wharf development project.

RECOMMENDATION

It is recommended that Harbour East Community Council:

1. Approve, by resolution of Council, the proposed Stage II development agreement for Phase 1 of King's Wharf as set out in Attachment A; and
2. Require the agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, 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.

EXECUTIVE SUMMARY

On August 7, 2008, Harbour East Community Council approved the Stage I development agreement to permit a mixed-use development of the former Dartmouth Marine Slips property, Alderney Drive, Dartmouth (Map 1). The Stage I development agreement establishes the overall concept plan for the development, known as King's Wharf. Construction of buildings must be approved through a series of Stage II development agreements which will come forward to Council as the project progresses.

The proposed development agreement included in Attachment A represents the first Stage II development agreement for Kings Wharf and would enable development of the project to begin. Staff has reviewed the proposal based on the applicable policies of the Downtown Dartmouth Municipal Planning Strategy (MPS) which are included in Attachment B, as well as the requirements and intent of the Stage I development agreement. Issues considered during the review process include the design of buildings and public spaces, the provision of public art, the type and distribution of land uses, the adequacy of municipal infrastructure to service the development, as well as the overall attractiveness and safety of the development as a pedestrian destination.

Following a careful review of the proposal, staff is of the opinion that the proposed Stage II development agreement included as Attachment A is consistent with the intent of the Downtown Dartmouth MPS with respect to the redevelopment of the King's Wharf site and the requirements of the Stage I development agreement. Therefore, staff recommends that Harbour East Community Council (HECC), approve, by resolution, the proposed Stage II development agreement as set out in Attachment A of this report.

BACKGROUND

Staff has reviewed the proposal based on all applicable policies of the Downtown Dartmouth MPS and the Stage I development agreement. A Joint Public Hearing for the Kings Wharf project was held by Halifax Regional Council and Harbour East Community Council on July 8, 2008 and HECC approved the Stage I development agreement in August 2008. The Stage I agreement establishes the concept plan for the entire development and sets out the density, parking, permitted land uses, maximum floor area limits and architectural guidelines for the buildings. The Stage I agreement also establishes that the approval of Stage II development agreements are considered non-substantive amendments which may be approved by resolution of Council. If Council does not approve the proposed Stage II development agreement as set out in Attachment A, the first phase of the project cannot begin as currently proposed.

Proposal

The site plan included as Map 2 illustrates the proposed layout of Phase 1, including Buildings A, B, C and D, the new public street and sidewalks, public and private parks, and pedestrian area amenities such as street trees, planter beds and benches. The design and construction of the new street and municipal services is subject to a separate as-of-right process pursuant to the Stage I development agreement.

The proposal is more particularly comprised of the following:

Building A:

- 13 storeys tall on the new public street (west) elevation;
- 92 residential units; and
- Ground floor commercial/retail space

Building B:

- 12 storeys tall on the new public street (west) elevation;
- 79 residential units; and
- Ground floor commercial/retail space

Building C:

- 12 storeys tall on the new public street (west) elevation;
- 80 residential units; and
- Ground floor commercial/retail space

Building D:

- 10 storeys tall on the new public street (west) elevation;
- 86,500 square feet of office space; and
- Ground floor commercial/retail space

No part of Buildings A, B, C or D is permitted to exceed a height of 150 feet above sea level. The proposed development agreement also enables the establishment of a docking/launching facility for small recreational boats.

Enabling Policy

Policies W-9A and W-9B (included as Attachment B) of the Downtown Dartmouth MPS enable redevelopment of the former Dartmouth Marine Slips property with a mix of residential, commercial, office, institutional and park uses. Redevelopment of the site is subject to a two stage approval process comprised of:

- 1) A Stage I development agreement that establishes the layout and concept plan for the project as discussed earlier. HECC approved the Stage I development agreement in August 2008; and
- 2) A Stage II development agreement for each phase of the project, such as the proposed Stage II agreement for Phase 1 included in this report as Attachment A. The Stage II agreements provide more detailed site and building development provisions and enable construction of each Phase.

DISCUSSION

Staff has reviewed the proposal relative to Policies W-9A and W-9B of the Downtown Dartmouth MPS (Attachment B) as well as the applicable requirements of the Stage I agreement. In staff's opinion the proposed Stage II Agreement is consistent with MPS policy and the Stage I Agreement. The following matters are identified for more detailed discussion.

Land uses

The Stage I agreement and MPS Policy W9-A establish that the King's Wharf project is to contain a mix of residential, commercial, office, hotel and park/open space uses and that the primary use shall be for residential development. The Stage I agreement also set out maximum limits for each category of land use which includes a maximum of 1,292 residential units, 159,660 square feet of office space and 70,488 square feet of commercial space.

The proposed Stage II agreement included as Attachment A enables development of 251 residential units (a mix of studio, 1, 2, and 3 bedroom units) in Buildings A, B and C, all of which are to contain some ground floor commercial uses. Building D would also contain ground floor commercial space and approximately 115,000 square feet of office space on the upper floors. The proposed Stage II agreement also includes the transfer of a portion of Shubenacadie Canal Park, which is located adjacent the existing canal park and trail system, to HRM and the creation of a new publically accessible park (Park B) between Buildings B and C which abuts the new public street and Dartmouth Cove.

Park and Amenity Space

The proposed development agreement requires the transfer of Shubenacadie Canal Park to HRM and that HRM shall assume an easement for Park B. Park B will be located on top of the shared parking structure between Buildings B and C and would be maintained by HRM as a publically accessible park by way of the public easement. The Stage I agreement provides Council with the discretion to assume similar public easements over Parks A and C. However, after reviewing potential benefits and long term maintenance issues, staff recommends that HRM should only accept a public easement for Park B but not for Parks A and C. This decision is based not only on future maintenance expectations but also on consideration of existing public parks in the immediate vicinity (Ferry Terminal Park, Shubenacadie Canal Park, Park B, the waterfront trail/walkway system), and the future park dedication in King's Wharf which will include Kings Wharf Park, Marina Park and the Waterfront Promenade as set out in the Stage I Agreement.

Schedule C identifies Park B as including sod and grass. However, the proposed Stage II agreement requires the Developer to prepare complete park site development plans and cost estimates, based on the HRM Park Planning and Development Guidelines, prior to Construction Permits being issued for Buildings C or D. The development agreement also indemnifies the Municipality from maintenance or liability responsibilities associated with the underground parking structure beneath Park B.

Policies W-9A and W-9B identify that public access to the water's edge is an important aspect of the King's Wharf project. As illustrated on Schedule C, Park B would provide access to the water's edge to Dartmouth Cove between Buildings B and C from the new public street and protect one of the view corridors required pursuant to the Stage I development agreement. However, as proposed in the Stage II agreement, the corners of Buildings B and C would extend several metres farther into Dartmouth Cove than Park B. This is due to the fact that Park B is located on top of the roof of the underground parking structure while the outer portion of Buildings B and C extend into Dartmouth Cove and are supported by pillars.

Given that proposed Park B provides an approximately 26 metre wide public access easement that also protects the view corridor between Dartmouth Cove and Halifax Harbour as set out in the Stage I Agreement (and which is only required to be 15.24 metres wide), staff is of the opinion that the layout is consistent with intent of the Stage I Agreement. Furthermore, the Stage I Agreement does not specify any protected, desired or required views that would be blocked by the proposed layout of the buildings as included in the proposal.

The proposed Stage II agreement also requires that the Developer provide recreation and amenity space for the future residents of Buildings A, B and C. These amenity areas shall include outdoor open spaces uses, the potential for a jetty/small craft launching area, balconies and is expected to include other spaces such as fitness/recreational rooms, libraries and conservatories. The exact nature of the required amenity spaces will be established prior to the issuance of Construction Permits for each building.

Architecture

MPS policies W-9A and W-9B require a high level of refinement in architectural detail so that buildings provide visual interest in the upper stories and particularly at the pedestrian level. The Stage I development agreement sets out architectural guidelines for the entire development with an intent to achieve a complimentary variety of architecture throughout the development that incorporates a mix of traditional and contemporary styles. The Stage I agreement sets out that Buildings A, B, C and D comply with the following design and architectural provisions:

- Contemporary designs;
- Concrete or metal framing;
- High proportions of glass to reflect the surrounding water;
- Building height is not to exceed 150 feet above seal level; and
- Building D is to include an architectural feature visible down the new public street.

As illustrated on Schedules E1 - E4 through H1 - H4 inclusive of the proposed Stage II agreement, all 4 buildings include predominantly glass exterior on the rear of the buildings facing Dartmouth Cove in order to reflect surrounding waters. All 4 buildings are slightly less than 150 feet in height above sea level in accordance with the Stage I development agreement. The front and side elevations of the buildings are predominantly concrete panels on the upper floors framed by exposed concrete columns. Buildings B and C have a vertical line of masonry extending from the lower floors through

to the upper part of the buildings and the all three residential buildings exhibit setbacks above the pedestrian level and again at the top floor. All buildings also have pedestrian canopies and predominately glass storefront window appearance on the ground floor facades.

In addition to their predominately glass storefront window appearance on the ground floor facades, the residential buildings (A, B and C) include masonry on the second and third floors, as well as pedestrian level signage and ground level planters that combine to provide an attractive and inviting pedestrian friendly environment at the pedestrian level. The balconies for the residential units include glass guard rails and Building D includes an exposed concrete column that abuts the right-of-way and provides a publically accessible ground floor arcade that is visible down the public street and which forms a unique architectural feature above which the upper floors of the office building will extend to the street.

Public Art

Policy W-9B requires that public art be provided on or adjacent all buildings throughout the development. In accordance with this requirement, the proposed Stage II agreement requires that a dedication, in the amount of 1% of the appraised construction value of each building, be provided for public art within the development. Given that this is a phased development that will include many public spaces and that will progress over a number of years, the agreement enables the public art piece(s) to be provided as part of this phase, or that a cash-in-lieu of art or security bond may be provided to ensure that the required public art contribution is provided at a later time/phase if deemed more appropriate.

Municipal Infrastructure

The proposed Stage II agreement requires that all streets, sidewalks and municipal services conform with the design and construction standards of HRM and Halifax Water. The Stage I Agreement requires that a grade separated access from King's Wharf to Prince Street be constructed during the second phase or when the development exceeds 300 residential units, whichever occurs first. The Developer submitted a Traffic Impact Statement, prepared by a qualified Professional Engineer, which concludes that development of 250 residential units and the office building is in conformance with HRM standards for single access streets and that the intersection of Alderney Drive and the new public street will perform well with the types and amount of development permitted pursuant to the Stage II Agreement for Phase 1. In accordance with the Stage I development agreement, no further development beyond Phase 1 will be permitted within King's Wharf until the second access to the lands from Alderney Drive is constructed.

Environmental, Climate, and Pedestrian Considerations

Policies W9-A and W-9B of the MPS stress the importance of providing an attractive, enjoyable and inviting pedestrian realm within the development. The measures identified in the policies to achieve this goal include the following:

(i) Land uses and design at street level

The proposed Stage II Agreement requires commercial uses on the ground floor within all 4

buildings. The presence of these uses, coupled with the open visibility afforded by the glass/storefront like appearance of the ground floor building facades will help ensure eyes on the street and street level activity outside of normal working hours. Schedule C of the proposed development agreement also illustrates the outdoor landscaping and amenity features to be provided around the public and private areas of the development which will serve to promote the area as an attractive and vibrant pedestrian destination.

Although parking will be available along the new street, there will be no surface level parking lots included in this phase. All parking required for Buildings A, B, C and D shall be provided within the shared underground parking structure. Since areas that would have been devoted to large asphalt parking lots are instead occupied by ground floor commercial uses, publically accessible park space and amenity areas and features, the attractiveness of the development as a pedestrian environment and destination is enhanced.

(ii) Wind

The Developer has submitted a study which examines the effects of wind at the pedestrian level resulting from Phase 1 of the proposed development. The study concludes that predicted wind impacts are applicable to standing activities throughout Phase 1 of the project. Most of the public spaces and building entrances were also found to be applicable to sitting, standing or walking activities in the summer.

Although the study also considers the wind impacts resulting from future phases, that analysis is conceptual to some degree since detailed design has not been completed for the buildings in future phases. As a result, the Developer is required to submit updated studies as future phases are proposed which must indicate the cumulative effects of the buildings in future phases and the buildings throughout the entire development.

(ii) Shadows

The Developer submitted a shadow study which examines the impacts of shadows on public areas and the pedestrian realm resulting from the proposed development. The study notes that all of the park and outdoor areas can expect sun and shade during various times of the day. Longer periods of shadows are expected in the winter months which will coincide with reduced park usage and is outside the growing season, thereby reducing impacts on park activity and maintenance. Longer periods of sunlight are expected in the summer months which will coincide with increased park usage.

The northeast side of the new public street (abutting Buildings A, B, C and D) is expected to predominantly experience sun during the first half of the day during the spring and fall, most of the day (until late afternoon) in the summer, with only minimal sunshine expected during the winter solstice. Resulting shadow impacts on adjacent properties are primarily experienced in the winter months and are forecast to rotate from the King St./Alderney Dr. area in the morning to the Dartmouth Cove area by late afternoon.

(iii) Coastal Flooding and Sea Level Rise

The Developer submitted information, prepared by an environmental engineering firm, that indicates that the design elevations for the Kings Wharf project were developed in accordance with storm surge and sea level rise information obtained from the Canadian Hydrographic Service. Although the lower parking level of the shared parking structure beneath Buildings A, B, C, and D is at an elevation of 2.0 metres above sea level, no residential units or leasable commercial floor area is located below an elevation of 5.0 metres above sea level.

The information submitted from SNC-Lavalin Environment Inc. indicates that sea level is expected to rise 1.4 metres over the next 100 years. The submission also indicates that the measured High High Water (HHW) for Dartmouth Cove is 1.3 metres geodetic and the storm surge for Hurricane Juan was 2.9 metres, meaning that if the hurricane storm surge had resulted at HHW (which it did not), the resulting surge would have been to a height of 4.2 metres. The submission therefore recommends that the minimum safe design elevation should exceed 4.2 metres and that the lowest elevation (5.0 metres) of occupied space in Buildings A, B, C, and D exceeds this elevation by 0.8 metres.

(iv) Environmental Remediation and Protection

The area of waterlots that may be infilled is limited to those identified in the Stage I Agreement and all applicable approvals for infilling must be obtained prior to the issuance of any Construction Permit. The proposed development agreement also requires that the Developer retain a Professional Engineer to prepare and submit the following information, in accordance with all applicable HRM standards, for the entire phase prior to the issuance of any Development Permit: Erosion and Sedimentation Control Plan; Site Disturbance Plan; Stormwater Management Plan; and Master Grading and Drainage Plan. Given that the Lands were formerly used for industrial purposes, Nova Scotia Environment may require a remedial action plan to address any potential contamination prior to use of the Lands for residential purposes. The proposed development agreement requires that the Developer, through a qualified professional, submit verification of any required remediation process prior to Construction Permits being issued for Buildings A, B, C or D.

Conclusion

The proposed Stage II development agreement will enable the construction of 3 new residential buildings, an office building, ground floor commercial uses and two public parks on a new public street immediately abutting the existing Downtown Dartmouth community. The building architecture and design is consistent with the guidelines established pursuant to the Stage I agreement, environmental consideration such as coastal flooding and the impacts of wind and shadows in the pedestrian realm have been considered. Two publically accessible parks will be created and significant dedication for future public art and amenity features will be realized as a result of construction of this project. Staff is of the opinion that the proposed Stage II development agreement set out in Attachment A is consistent with the intent of the Downtown Dartmouth MPS as well as the Stage I development agreement. Therefore, staff recommend that HECC approve the proposed agreement as set out in Attachment A of this report by resolution.

BUDGET IMPLICATIONS

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

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

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

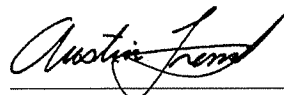
ATTACHMENTS

Map 1: Zoning and Location
Map 2: Site Plan

Attachment A: Proposed Stage II Development Agreement
Attachment B: Excerpts from the Downtown Dartmouth MPS

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

Report Prepared by : Joseph Driscoll, Senior Planner, 490-3991



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

Attachment A: Proposed Stage II Development Agreement

THIS STAGE II AGREEMENT made this day of , 2009,

BETWEEN:

**THE ANCHORAGE AT DARTMOUTH COVE PROPERTY
DEVELOPMENT INCORPORATED**

a body corporate, in the Province of Nova Scotia

OF THE FIRST PART

- and -

OLIVIA FERRIS LIMITED

a body corporate, in the Province of Nova Scotia

OF THE SECOND PART

(The Anchorage at Dartmouth Cove Property Development Inc. and Olivia Ferris Ltd. are hereby jointly referred to as the "Developer")

- and -

HALIFAX REGIONAL MUNICIPALITY,

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

OF THE THIRD PART

WHEREAS The Anchorage at Dartmouth Cove Property Development Inc. is the registered owner of certain lands located at Kings Wharf (the former Dartmouth Marine Slips), Dartmouth, PID 00130286, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Primary Lands");

AND WHEREAS Olivia Ferris Ltd. is the registered owner of certain lands located at Alderney Drive, Dartmouth, PID 00130419, and which said lands are more particularly described in Schedule B hereto (hereinafter called the "Secondary Lands"), and the Primary and Secondary Lands together are hereinafter collectively referred to as the "Lands";

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

AND WHEREAS the Harbour East Community Council of the Municipality did, at a meeting on November 12, 2009, grant approval of a non-substantive amendment to the Stage 1

Agreement that revised the phasing plan and schedule for development of the Lands, which said Amending Agreement was registered at the Land Registry Office in Halifax as Document Number (hereinafter called the "Stage 1 Amending Agreement");

AND WHEREAS the Developer has requested that the Municipality enter into a Stage II Development Agreement to enable the development of Phase 1 of the Kings Wharf development project, which is comprised of Buildings A, B, C and D, as well as associated infrastructure and parks;

AND WHEREAS the Harbour East Community Council of the Municipality approved this request at a meeting held on _____, referenced as Municipal Case Number 01355;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

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

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies.

All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

- 2.1 All words unless otherwise specifically defined herein shall be as defined in the Downtown Dartmouth Land Use By-law and the Regional Subdivision By-law.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner which, in the opinion of the Development Officer, is in conformance with the following schedules attached to this Stage II Agreement and the plans filed in the Halifax Regional Municipality as Case Number 01335:

Schedule A Legal Description of the Primary Lands

Schedule B	Legal Description of the Secondary Lands
Schedule C	Site Plan
Schedule D	Underground Parking Plan
Schedule E1-E4	Building Elevations - Building A
Schedule F1-F4	Building Elevations - Building B
Schedule G1-G4	Building Elevations - Building C
Schedule H1-H4	Building Elevations - Building D
Schedule I1	Concept Plan - Park A (Private Park)
Schedule I2	Concept Plan - Park B
Schedule I3	Concept Plan - Park C (Private Park)
Schedule I4	Cross Sections - Public and Private Parks

3.2 Requirements Prior to Approval

- 3.2.1 Notwithstanding any other provision of this Stage II development agreement, the Stage I Agreement shall remain in force. Development of the Lands shall comply with all applicable requirements and provisions of the Stage I development agreement in the opinion of the Development Officer.
- 3.2.2 Prior to the issuance of any Development Permit or Construction Permit, the Developer must obtain Final Design Approval and enter into a Subdivision Agreement with the Municipality as well as a Services Agreement with Halifax Water for the proposed street and municipal infrastructure applicable to Phase 1.
- 3.2.3 No Construction Permit for Buildings A, B, C or D shall be issued unless any relevant securities have been deposited with the Municipality in accordance with this Stage II Agreement and the Subdivision Agreement.
- 3.2.4 Prior to the issuance of a Construction Permit for Buildings A, B, C or D, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
- (a) Lighting Plan in accordance with Section 3.9 of this Agreement; and
 - (b) Landscaping Plan in accordance with Section 3.11 of this Agreement.
- 3.2.5 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
- (a) Certification from a qualified Professional Engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to this Agreement;
 - (b) Certification from a qualified Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement;

- (c) Certification from a qualified professional indicating that the Developer has complied with the Landscaping Plan required pursuant to this Agreement; and
 - (d) Certification from a qualified professional indicating that the Developer has complied with the Lighting Plan required pursuant to this Agreement.
- 3.2.6 Prior to the issuance of the Occupancy Permit for each of Buildings A, B, C and D, public art, cash in lieu of public art, or relevant securities shall be provided to the satisfaction of the Development Officer, in accordance with Section 3.7 of this Stage II Agreement.
- 3.2.7 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.
- 3.2.8 Notwithstanding Section 3.2.7, if relevant securities have been posted in accordance with this Stage II Agreement or the Subdivision Agreement, to the satisfaction of the Development Officer, an Occupancy Permit may be issued.

3.3 General Description of Land Use

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

- (a) Building A shall be a multi-unit residential building that contains no more than 92 residential units and does not exceed a height of 150 feet above sea level. The ground floor of Building A, which is the main floor/entrance level from the new public street, shall contain commercial uses permitted within the Downtown Business Zone of the Downtown Dartmouth Land Use By-law. Building A shall conform with Schedules C, D and E1 - E4 in the opinion of the Development Officer;
- (b) Building B shall be a multi-unit residential building that contains no more than 79 residential units and does not exceed a height of 150 feet above sea level. The ground floor of Building B, which is the main floor/entrance level from the new public street, shall contain commercial uses permitted within the Downtown Business Zone of the Downtown Dartmouth Land Use By-law. Building B shall conform with Schedules C, D and F1 - F4, in the opinion of the Development Officer;
- (c) Building C shall be a multi-unit residential building that contains no more than 80 residential units and does not exceed a height of 150 feet above sea level. The ground floor of Building C, which is the main floor/entrance level from the new public street, shall contain commercial uses permitted within the Downtown Business Zone of the Downtown Dartmouth Land Use By-law. Building C shall conform with Schedules C, D and G1 -G4, in the opinion of the Development Officer;

- (d) Building D shall be an office building not to exceed a height of 150 feet above sea level. The ground floor of Building D, which is the main floor/entrance level from the new public street, shall contain commercial uses permitted within the Downtown Business Zone of the Downtown Dartmouth Land Use By-law. Building D shall conform with Schedules C, D and H1 -H4, in the opinion of the Development Officer;
- (e) Park and outdoor private amenity areas shall be provided as illustrated on Schedule C. The Developer shall provide the Municipality with a public access easement over a portion of the underground parking structure between Buildings B and C, as illustrated on Schedules C and I2 for the purpose of ensuring that Park B is a publically accessible park;
- (f) The Municipality forgoes the opportunity to acquire any public easement, liability or maintenance obligations for Parks A and C. For clarification, Parks A and C shall be owned and maintained by the Developer and developed as generally illustrated on Schedule C and in accordance with Section 3.10 of this Stage II development agreement; and
- (g) A floating marine/jetty facility for launching small boats shall be permitted adjacent the rear of Buildings A, B, C and D in accordance with Marine Business Zone requirements. The Developer shall submit verification that all applicable permits or approvals related to the proposed marina use have been granted by the Government of Canada and the Government of Nova Scotia prior to issuance of any Municipal Permits for this marina/jetty facility.

3.4 Phasing

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

3.5 Detailed Provisions For Land Use

3.5.1 Notwithstanding the maximum height requirements of Sub-section 3.3 of this Agreement, hand railings and other non-structural features may be permitted on the roof of Buildings A, B, C, and D, provided that information is submitted, to the satisfaction of the Development Officer, that verifies that these features do not intrude into the viewplanes established pursuant to the Downtown Dartmouth Land Use By-law or conflict with Section 3.9 (Viewplanes) of the Stage I development agreement. Furthermore, other roof mounted structures or features shall be permitted in accordance with Land Use By-law provided that they do not intrude into the viewplanes.

Subdivision

3.5.2 All parcels shall have frontage on a public street in accordance with the Regional Subdivision By-law and as generally illustrated on Schedule C.

3.5.3 Notwithstanding Sub-section 3.5.2, the minimum width and depth requirement of Section 33 of the Regional Subdivision By-law may be waived at the discretion of the Development Officer for the purpose of subdividing the Promenade.

3.5.4 Notwithstanding Subsection 3.5.2, the minimum frontage requirement of Section 32 of the Regional Subdivision By-law may be waived at the discretion of the Development Officer for the purpose of subdividing the Promenade as set out in Section 3.1.5 and on Schedule E of the Stage 1 Agreement.

Mix of Residential Units

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

(a) Building A (Maximum 92 Units Total)
3 Bedroom Units: 11
2 Bedroom Units: 36
1 Bedroom Units: 40
Studio Units: 5

(b) Building B (Maximum 79 Units Total)
3 Bedroom Units: 10
2 Bedroom Units: 46
1 Bedroom Units: 15
Studio Units: 8

(c) Building C (Maximum 80 Units Total)
3 Bedroom Units: 13
2 Bedroom Units: 42
1 Bedroom Units: 18
Studio Units: 7

3.5.6 Notwithstanding Subsection 3.5.5, the Developer shall be entitled to modify the mix of unit types within a building provided the number of 3 bedroom units within each building as identified in Subsection 3.5.5 is not reduced by more than 20% in any building and the total number of 3 bedroom units within Buildings A, B, and C is not less than 34.

3.5.7 Notwithstanding Subsections 3.5.5, the Developer shall be entitled to modify the number of Studio units within each building provided that the number of Studio Units within each building is not increased or decreased by more than 30%. The Developer shall also be entitled to modify the mix of 2 and 1 bedroom units provided that the number of 2 or 1 bedroom units are not increased or decreased by more than 20% in any building.

3.6 Siting And Architectural Requirements

3.6.1 The Developer agrees that the siting and location of Buildings A, B, C, D and the underground parking structure shall, in the opinion of the Development Officer, conform

with the site plan included with this Stage II Agreement as Schedule C and the underground parking plan included with this Stage II Agreement as Schedule D.

- 3.6.2 The Developer agrees that the design, form and exterior appearance and materials of Buildings A, B, C and D shall, in the opinion of the Development Officer, conform with the Building Elevations included with this Stage II Agreement as Schedules E1 - E4, F1 - F4, G1 - G4 and H1 - H4 respectively.
- 3.6.3 The building elevations for Buildings B and C, included as Schedules F1-F4 and G1-G4 respectively, shall establish the overall structural design and form for these buildings which are intended to be complimentary and frame the entrance to Park B in a symmetrical manner. In order to provide a varied but complimentary appearance at the pedestrian level along the new public street (Floors 1-3 at the public street elevation) in accordance with Subsection 3.3.11 of the Stage I Agreement, variations in elements such as the colour, texture and/or materials of non-structural design elements such as masonry, signage, landscaping, lighting and canopies shall be provided for Buildings B and C. Both parties agree that the Municipality shall not issue a Development Permit for Building C until satisfied that the requirements of this Subsection have been met in order to provide variation in the non-structural pedestrian level design elements of Buildings B and C.
- 3.6.4 The Developer agrees that the gross floor area of Buildings A, B, C and D shall not exceed the following:
- (a) Building A: 126,000 square feet
 - (b) Building B: 120,000 square feet
 - (c) Building C: 112,000 square feet
 - (d) Building D: 120,000 square feet

Notwithstanding any other provision of this Stage II Agreement, areas of the shared parking structure devoted to parking shall not count toward gross floor area maximums set out in Subsection 3.6.4.

- 3.6.5 The Developer agrees that roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any public street or adjacent residential development. Furthermore, such equipment shall be subject to the requirements of the Downtown Dartmouth Land Use By-law and is not permitted to violate any established viewplane.
- 3.6.6 Any exposed foundation in excess of 1 metre that is visible from a public street or public or private park shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

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

3.7 Public Art

- 3.7.1 The Developer agrees to provide public art, as defined in HRM's public art policy, at an appraised value of 1% of the total construction costs for Buildings A, B, C and D, at a publically accessible location(s) on the Lands. The Developer may propose the nature, location, and design of the proposed piece(s) which shall be reviewed and approved by the Municipality.
- 3.7.2 In the event that public art cannot be included in this phase, the Developer agrees to provide a contribution for public art through one of the following methods:
- (a) A 1% cash-in-lieu contribution based on the total construction costs of Buildings A, B, C, and D; or
 - (b) The Developer may post security in the amount of 1% of the total construction costs for Buildings A, B, C, and D. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and as approved by the Development Officer. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

- 3.7.3 The Developer shall be permitted to provide the public art, cash-in-lieu contribution or security deposit on a building by building basis as the development progresses.
- 3.7.4 No Occupancy Permit shall be issued for any building unless the public art contribution requirements for that building, as set out in Subsections 3.7.1, 3.7.2, and 3.7.3, have been submitted and accepted to the satisfaction of the Development Officer.

3.8 Parking, Circulation and Access

- 3.8.1 The location of driveway entrances to the underground parking structure, and vehicular and bicycle parking areas shall be provided as generally illustrated on Schedules C and D.
- 3.8.2 Notwithstanding section 3.8.1, the detailed design of the driveway entrances and exits to the underground parking structure shall be approved by the Development Engineer prior to the issuance of any Development or Construction permit for Buildings A, B, C or D. The Development Engineer may require supporting studies or information be submitted and approved by HRM for the detailed design of these features prior to issuance of Development or Construction Permits.
- 3.8.3 Parking for each of Buildings A, B, C and D shall be provided in accordance with the Stage I Agreement to the satisfaction of the Development Officer. If back to back vehicular spaces are proposed, any parking space for which access/egress is obtained through another parking spot shall not count toward the required parking for the buildings.

3.9 Building and Site Lighting

- 3.9.1 Lighting shall be directed to driveways, parking areas, loading areas, building entrances walkways, public parks and private outdoor amenity spaces and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.9.2 Prior to the issuance of a Construction Permit for each building, the Developer shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with Section 3.9 of this Stage II Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:
- a) The location, on the building and on the premises, of each lighting device; and
 - b) A description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.
- 3.9.3 The Lighting Plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of Section 3.9 of this Stage II Agreement. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

3.10 Private Amenity Space

- 3.10.1 The Municipality shall not acquire easements for Parks A or C, in accordance with Subsection 3.7.9.2 of the Stage I Agreement. The Developer shall receive amenity space credit for portions of Parks A and C identified on Schedules C , I1 and I3 as "private recreational amenity space" and which comply with Subsection 3.11.1 and 3.11.2.
- 3.10.2 Amenity space for the benefit of the residents of each multi-unit residential building (Buildings A, B and C) shall be provided in accordance with the requirements of the Downtown Dartmouth Land Use By-law. The required amenity space for each of Buildings A, B, and C shall be reduced by 25%.
- 3.10.3 Further to Subsection 3.10.2 the required amenity space may include, but not be limited to, common recreational areas, fitness areas, gardens, marinas, play areas, recreational rooms, roof decks, swimming pools, tennis courts and common libraries and conservatories. Amenity space shall include all area(s) of each lot set aside for the purposes of visual improvement or recreation and not used for buildings, structures, parking areas or driveways, and shall include areas of grass, flower beds, shrubbery, trees and landscaping, and balconies and sun decks.

3.11 Landscaping

- 3.11.1 Prior to the issuance of a Construction Permit for each building, the Developer agrees to provide a Landscape Plan(s), for all public and private landscaped areas, which comply with the provisions of this section and generally conforms with the overall intentions of the landscaping features and details as illustrated on Schedules C and I1 - I4 as well as all applicable landscaping elements required pursuant to the executed Subdivision Agreement and Final Design Approval issued for any public street or infrastructure or public easement required pursuant to Subsection 3.2.2. The Landscape Plan(s) shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.11.2 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.11.3 The Municipality agrees that the Developer shall be entitled to minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands and are consistent with the overall intent of any landscaping required pursuant to any Subdivision Agreement or Final Design Approval issued for any public street or infrastructure or public easement.

- 3.11.4 Planting details for each type of plant material proposed on the plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.11.5 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as fencing, retaining walls, pergolas, 3 stream waste disposal facilities, benches, and lighting shall be provided to the Development Officer, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of individual buildings and the character of the surrounding area.
- 3.11.6 The Landscape Plan(s) shall provide details of all ground level open spaces, courtyards and rooftop gardens and open spaces as shown on the attached Schedules. The plan(s) shall specify all model numbers, quantities and manufacturers of site furnishings as well as construction details of landscaping features (pergolas, benches, etc.).
- 3.11.7 All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or an acceptable equivalent in the opinion of the Development Officer.
- 3.11.8 Details of all retaining wall systems are to be identified, including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination should be provided and certified by a professional engineer.
- 3.11.9 Planting materials shall be carefully selected for their ability to survive in their specific location relative to such factors including but not limited to sunlight/shade conditions, or rooftop and sea exposure conditions.
- 3.11.10 All streetscape landscaping and design elements required by the executed Subdivision Agreement of Final Design Approval pursuant to Subsection 3.2.2 of this Agreement shall be identified on the required Landscaping Plan(s).

3.12 Maintenance

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

3.13 Public Open Space

3.13.1 The Developer shall provide public parks as generally shown on Schedules C, I2, I4 and in accordance with the Section 3.13 of this Stage II Agreement, Section 3.7 of the Stage I Agreement and the Subdivision Agreement and/or Final Design Approval for any public street, easement or infrastructure required pursuant to Subsection 3.2.2 of this Stage II Agreement.

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

3.13.3 Shubenacadie Canal Park

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

3.13.4 Park B

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

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

- (a) A perpetual public easement for use of the area identified as Park B on Schedules C, I2 and I4 as a public park; and
- (b) A letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all Park B landscaping and park amenity features required pursuant to the terms of this Development Agreement and the Subdivision Agreement has been completed.

3.13.6 Notwithstanding sub-section 3.13.5, the Municipality shall be responsible for the maintenance of Park B and associated park amenity features only. The Municipality shall be indemnified from any responsibility for any maintenance or liability related to the parking structure located under Park B.

- 3.13.7 The Park Dedication shall be considered to meet all of the requirements of the Regional Subdivision By-law. Park Dedication can be Land, or Equivalent Value in design, development, cash or a combination thereof.
- 3.13.8 Notwithstanding Subsections 3.13.5 the Occupancy Permits for Buildings C or D may be issued provided the Developer supplies a security deposit in the amount of 110 percent of the estimated land value of Park B and the estimated cost to complete the landscaping. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this Section of this Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.14 View Corridors

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

3.15 Signs

- 3.15.1 Except where specifically varied by this Agreement, signs shall be permitted in accordance with the Downtown Business Zone of the Downtown Dartmouth Land Use By-law as amended from time to time.
- 3.15.2 Signage shall be limited to identifying the business on the Lands and limited to:
- (a) Projecting and/or canopy signs may be permitted provided that encroachment permits/licenses are approved if abutting the right-of-way where applicable;
 - (b) No flashing lights shall be incorporated in any sign and any lighting shall be arranged so as not to be directed at neighbouring properties;
 - (c) Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site;
 - (d) Minor directional ground and fascia signs as may be required for vehicular/pedestrian traffic and "way-finding" purposes; and

- (e) A maximum of one permanent ground sign shall be permitted at the entrance to the development to denote the community and/or development name. The location of such sign shall require the approval of the Development Officer in consultation with the Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq.m.). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. This section shall not preclude the construction of decorative entrance gates.
- 3.15.3 Notwithstanding any other provision of the Land Use By-law, top floor fascia signage shall be permitted on Building D in accordance with Subsections 9 (a) 2 a) through 9 (a) d) of the Downtown Dartmouth Land Use By-law.
- 3.15.4 Notwithstanding Subsection 3.15.1, lettering on signs shall not exceed 18 inches in height.
- 3.15.5 Notwithstanding Subsection 5 (8) (b) of the Land Use By-law, one (1) backlit sign shall be permitted per building (Buildings A, B, C and D).
- 3.16 Construction/Sales Trailer**
Temporary trailers shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction trailers shall be removed from the Lands prior to the issuance of the last Occupancy Permit.
- 3.17 Outdoor Storage and Display**
- 3.17.1 No outdoor storage shall be permitted on the Lands. Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping.
- 3.17.2 Propane tanks and electrical transformers shall be screened from Alderney Drive and the new public street. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing/masonry walls with suitable landscaping.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 Streets

The design and construction of all streets, sidewalks and municipal infrastructure shall conform with the Stage I Agreement as well as the executed Subdivision Agreement and Final Design Approval required pursuant to Subsection 3.2.2 of this Stage II Agreement. All street construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the

Development Engineer, may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.

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

The water, sanitary sewer systems and storm sewer systems shall conform with the Design and Construction Specifications of Halifax Water, the Stage I Agreement as well as the executed Subdivision Agreement and Final Design Approval required pursuant to Subsection 3.2.2 of this Stage II Agreement unless otherwise deemed acceptable by Halifax Water.

4.3 Other Approvals

The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including sanitary sewer system, water supply system, stormwater sewer and drainage systems, streets, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies, except as provided herein. All roads and services within the development shall be designed and constructed in conformance with all applicable regulations and specifications of the Municipality, or as otherwise approved by the Development Engineer, and any other approvals as required by any applicable agency. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All construction shall be in accordance with Municipal Specifications and By-laws.

4.4 Off-Site Disturbance

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

4.5 Solid Waste Facilities

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

PART 5: ENVIRONMENTAL PROTECTION MEASURES

- 5.1 Nova Scotia Environment may require a remedial action plan by an environmental site professional to address the contamination on the Lands, as identified in the Modified Phase I Environmental Site Assessment, as part of any development of the Lands for residential purposes. The Developer shall, through a qualified professional, submit verification of any remediation required by Nova Scotia Environment prior to the issuance of the first Construction Permit for Building A, B, or C.

- 5.2 No Development Permit shall be issued unless an Erosion Plan and Sediment Control Plan, Site Disturbance Plan, Stormwater Management Plan, and a Master Grading and Drainage Plan which focus on this entire phase of the development, as illustrated on Schedule C, and which have been prepared by a qualified Professional Engineer in accordance with the Municipal Services Specifications, are submitted to the Municipality.
- 5.3 The areas to be in-filled shall be restricted to those generally shown on Schedule D of the Stage I Agreement. The remaining area of the water lots of the Lands shall not be in-filled.
- 5.4 Notwithstanding sub-section 5.3, the Development Officer may approve changes to the amount of applicable in-fill as long as the changes are minor in nature, in the opinion of the Development Officer.
- 5.5 The Developer shall provide an approved in-fill plan, from the applicable approval agency for the in-filling of the water lots as shown on Schedule D of the Stage I Agreement prior to the Development Officer issuing approval for any Construction Permit within any phase.

5.6 Failure to conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Parts 4 and 5, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection plans.

PART 6: AMENDMENTS

6.1 Substantive Amendments

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

The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) Changes to the sign requirements established pursuant to Section 3.15 of this Agreement;
- (b) Changes to the number and mix of residential units within each building, which exceed the minor modifications set out in Section 3.5 of this Agreement, provided that the total number of units permitted within this phase is not increased;
- (c) Changes to the exterior design and materials of Buildings A, B, C, and D, provided that the proposed changes are consistent with the Architectural Guidelines and facade descriptions established pursuant to the Stage I Agreement;

- (d) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement;
- (e) Changes to the underground parking structure, provided that the number of vehicular and bicycle parking spaces is not reduced; and
- (e) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

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

7.3 Commencement of Development

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

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

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

7.4 Completion of Development

7.4.1 If the Developer fails to complete the development after 7 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

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

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;

- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remediation under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Stage II Agreement, made in quadruplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2009.

SIGNED, SEALED AND DELIVERED) **THE ANCHORAGE AT DARTMOUTH** in
the presence of) **COVE PROPERTY DEVELOPMENT INC.**

_____) Per: _____

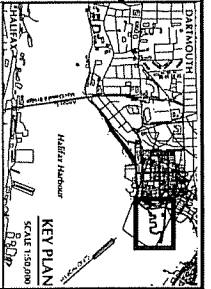
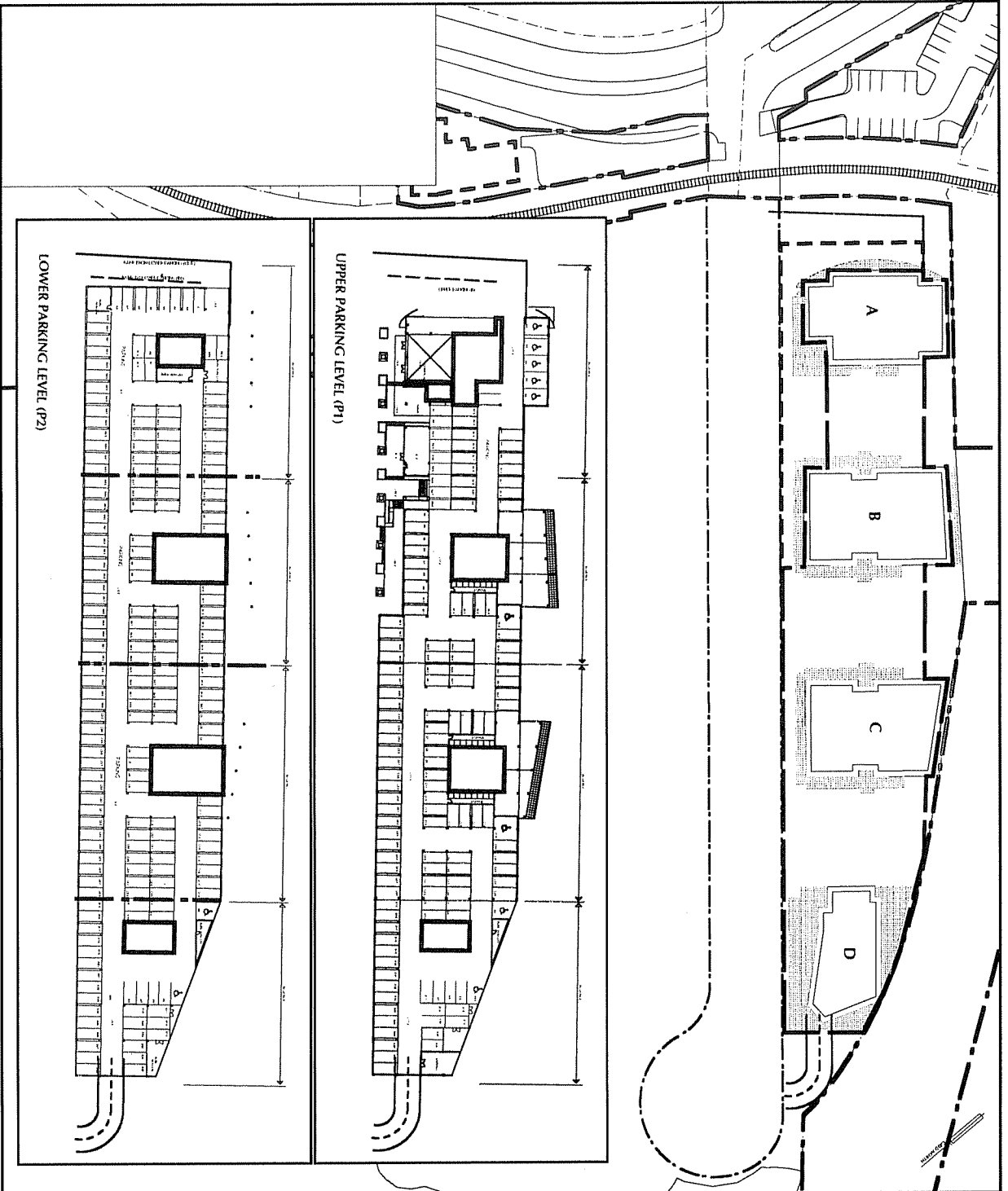
SIGNED, SEALED AND DELIVERED)
in the presence of) **OLIVIA FERRIS LIMITED**

_____) Per: _____

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

per _____) per: _____
MAYOR

per _____) per: _____
MUNICIPAL CLERK



Schedule D:
Underground
Parking Plan

Data Source

- Boundary - Auking Survey 2008
- Topographic - Subject Property - Thompson Con Ltd
- Architecture - Syden Smith

Note: All drawings are for information only and are not to be used for construction. The appropriate level is provided by Syden Smith.

1. Subject to the above, the drawings are for information only.
2. Subject to the above, the drawings are for information only.
3. Subject to the above, the drawings are for information only.

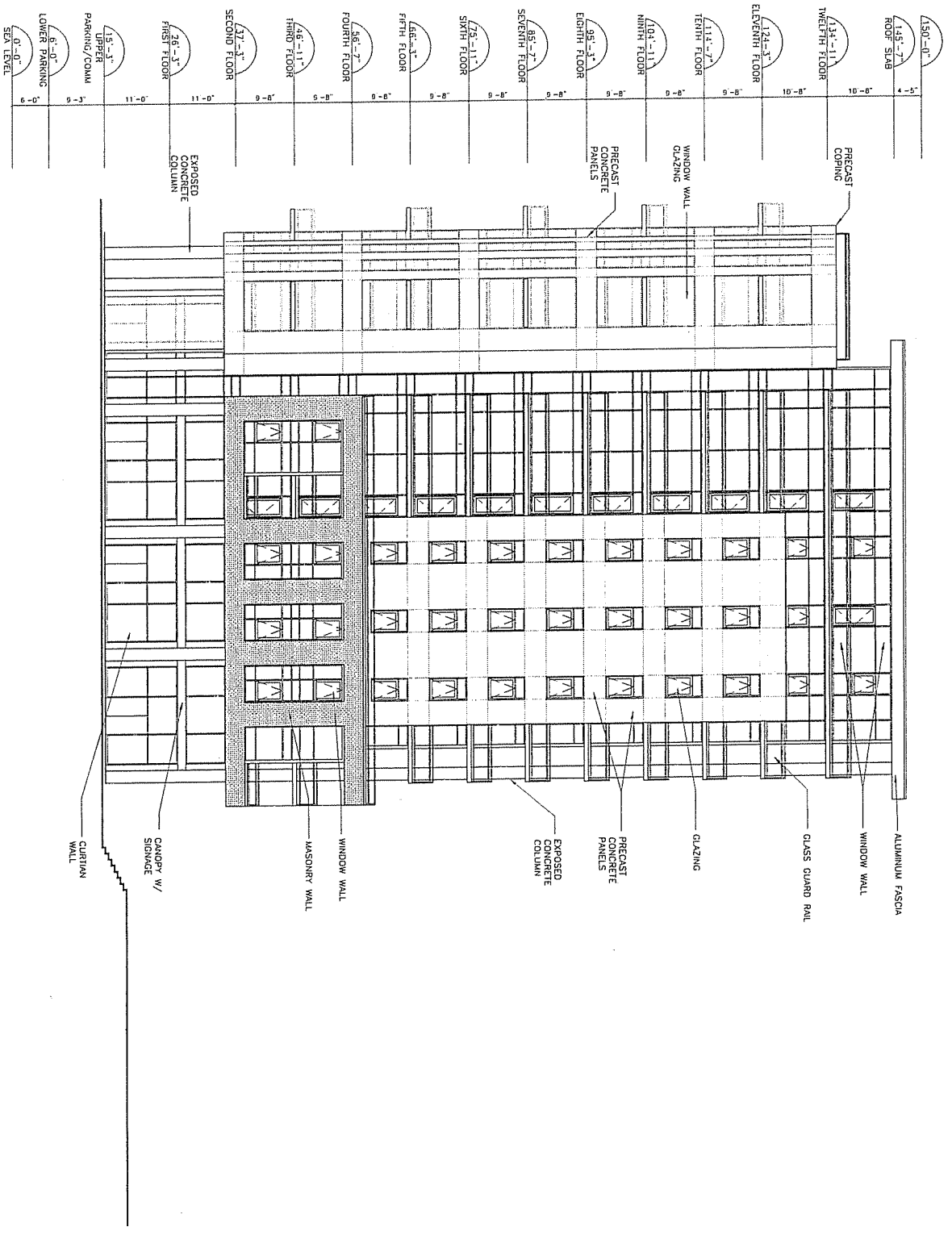
No.	Date	Description	By	Check
1	06/11/21	ISSUED FOR APPROVAL	JMB	JMB
2	09/11/21	REVISION AS PER TRAK COMMENTS	JMB	JMB
3	09/11/21	REVISION AS PER TRAK COMMENTS	JMB	JMB
4	09/11/21	REVISION AS PER TRAK COMMENTS	JMB	JMB
5	09/11/21	ISSUED FOR APPROVAL	JMB	JMB



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

SCHEDULE "D"
UNDERGROUND PARKING PLAN

Item	Date	Description	By	Check
1	10/01/09	DC	JMB	JMB
2	10/01/09	DC	JMB	JMB
3	10/01/09	DC	JMB	JMB
4	10/01/09	DC	JMB	JMB
5	10/01/09	DC	JMB	JMB



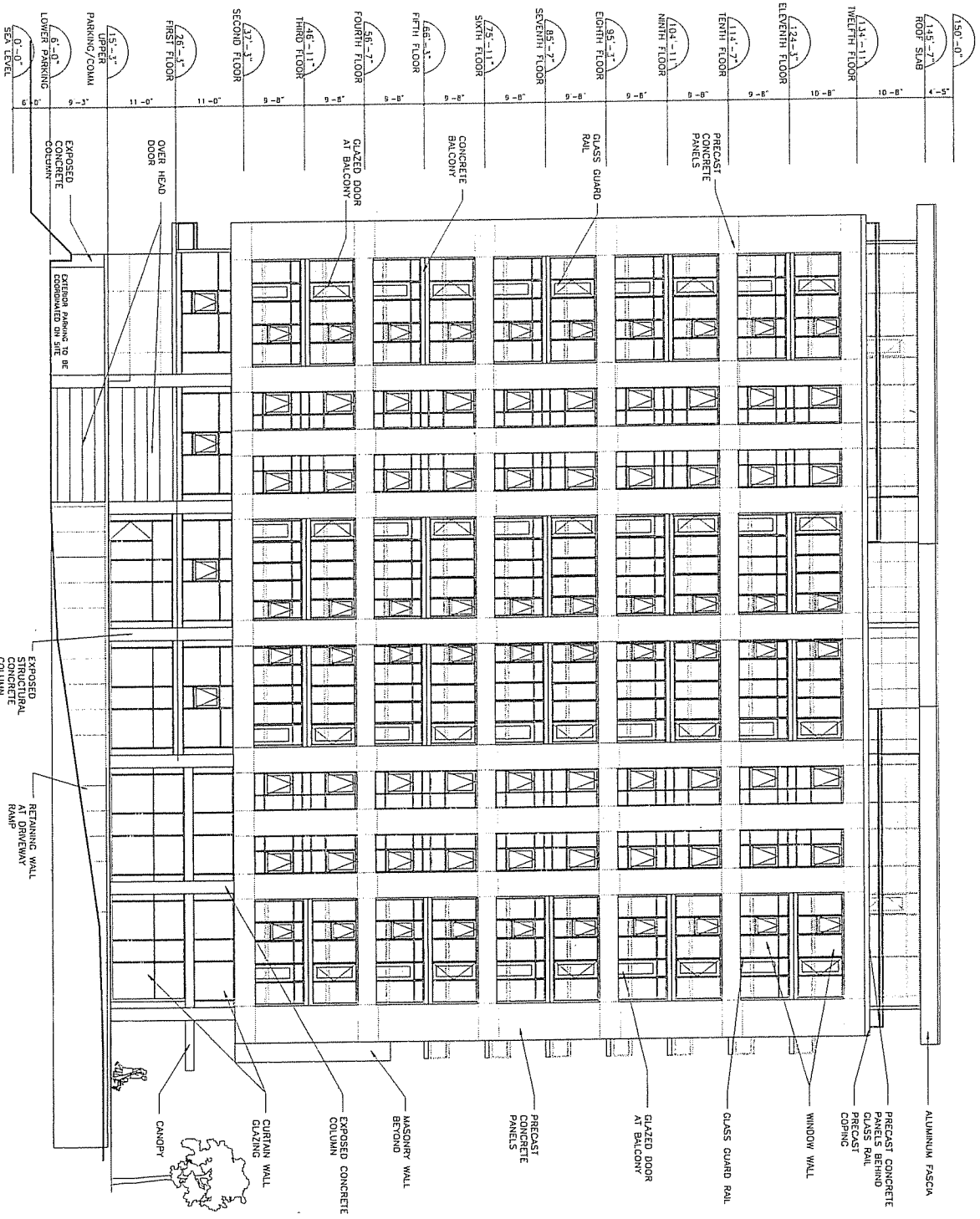
KING'S WHARF

Schedule E1:
 Building Elevations
 Building A (West)

BUILDING A
 WEST ELEVATION
 (KING STREET ELEVATION)

REVISIED
 NOVEMBER 13, 2009

LYDON LYNCH
 ARCHITECTURE

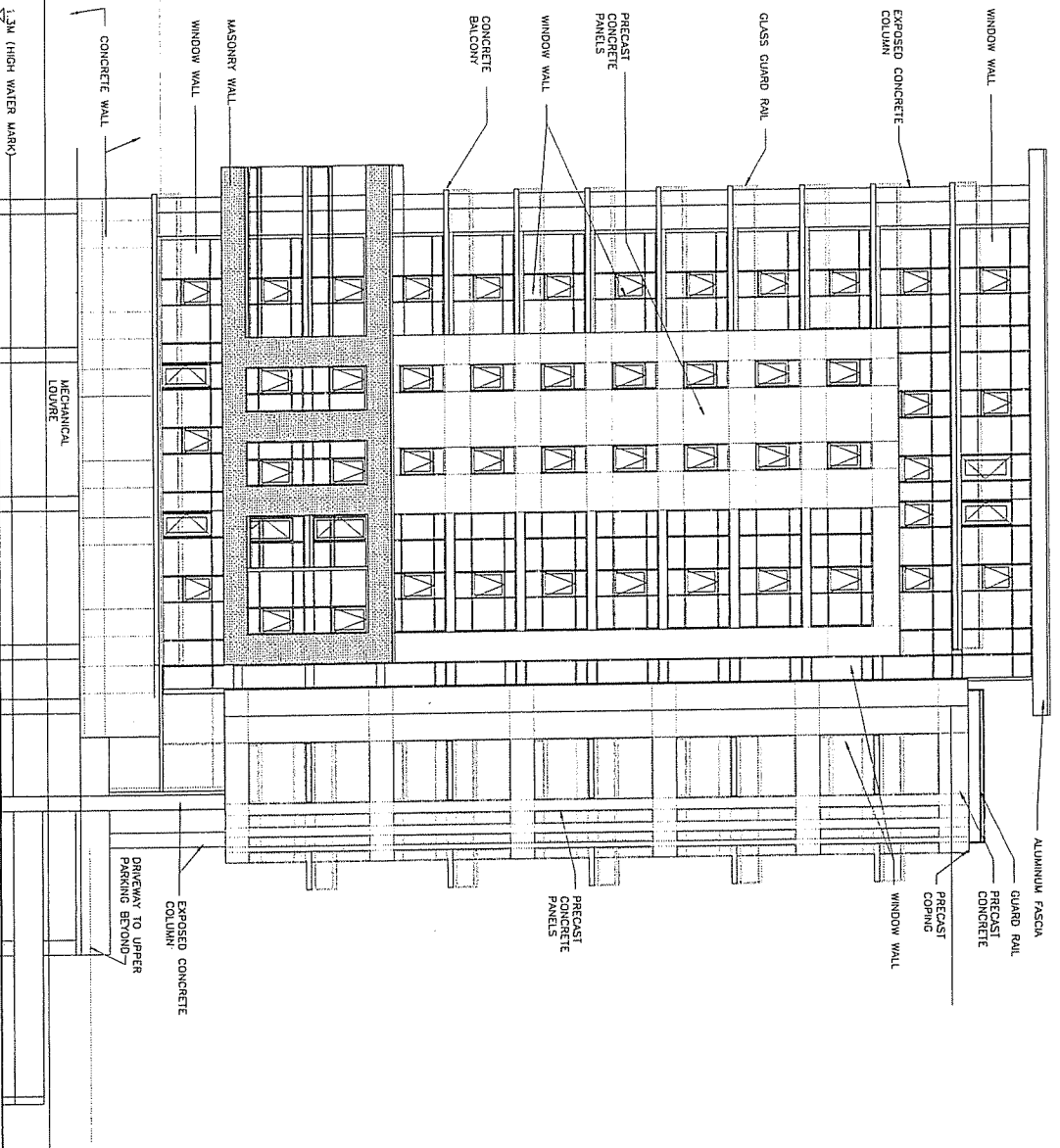


KING'S WHARF

Schedule E2:
 Building Elevations
 Building A (North)

BUILDING A
 NORTH ELEVATION
 SCALE 1/8"=1'-0"
 REVISED
 NOVEMBER 13, 2009
LYDON LYNCH
 ARCHITECTURE

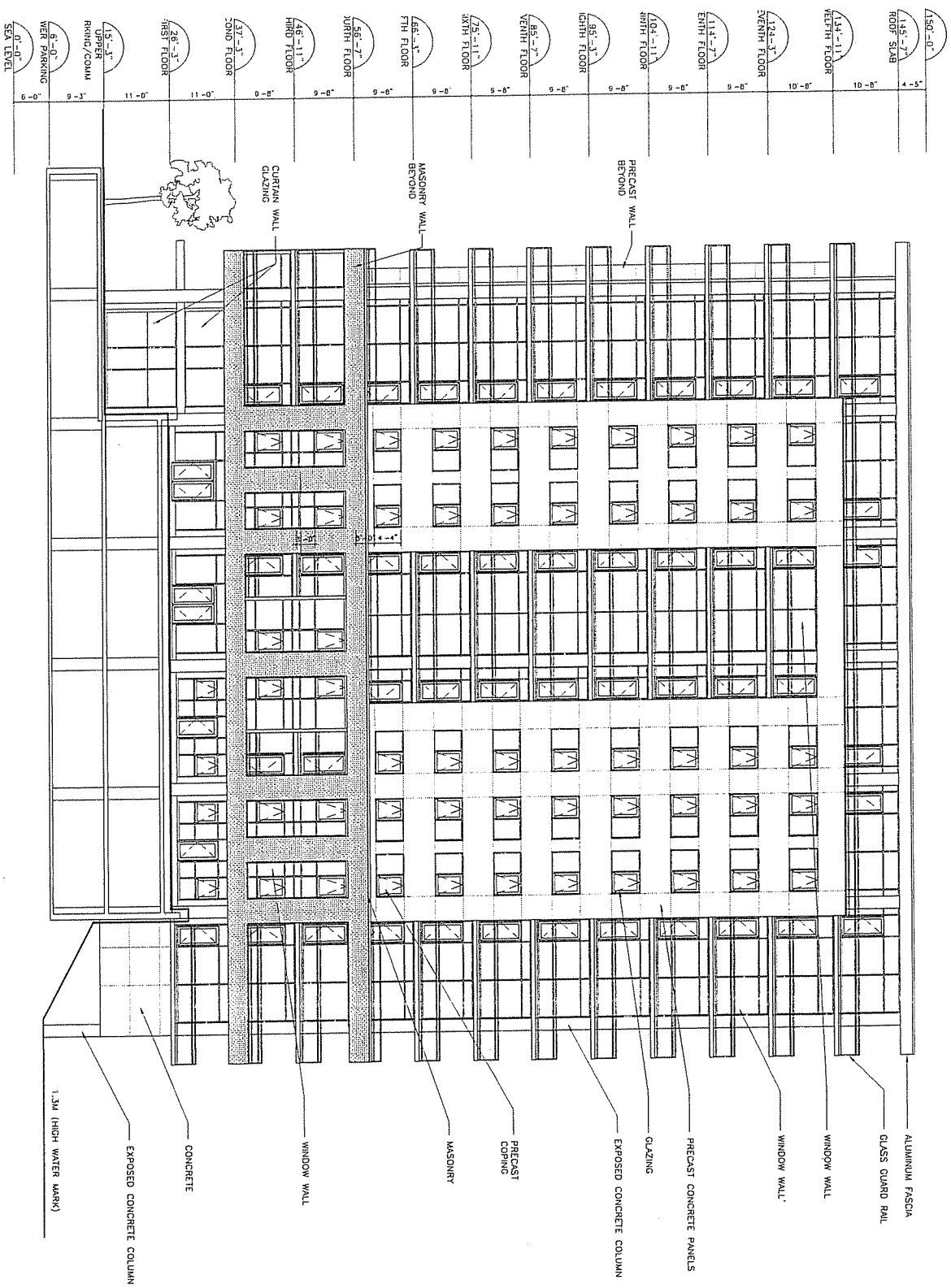
150'-0"	4'-5"
145'-7"	4'-5"
ROOF SLAB	4'-5"
134'-11"	10'-8"
TWELFTH FLOOR	10'-8"
124'-3"	9'-8"
ELEVENTH FLOOR	9'-8"
113'-7"	9'-8"
TENTH FLOOR	9'-8"
101'-11"	9'-8"
NINTH FLOOR	9'-8"
98'-3"	9'-8"
EIGHTH FLOOR	9'-8"
85'-7"	9'-8"
SEVENTH FLOOR	9'-8"
75'-11"	9'-8"
SIXTH FLOOR	9'-8"
65'-3"	9'-8"
FIFTH FLOOR	9'-8"
56'-7"	9'-8"
FOURTH FLOOR	9'-8"
46'-11"	5'-8"
THIRD FLOOR	5'-8"
35'-3"	11'-0"
SECOND FLOOR	11'-0"
25'-7"	11'-0"
FIRST FLOOR	11'-0"
15'-1"	1'-7"
UPPER PARKING/COMM	1'-7"
6'-0"	6'-0"
LOWER PARKING	6'-0"
SEA LEVEL	6'-0"



KING'S WHARF

Schedule E3:
Building Elevations
Building A (East)

BUILDING A
EAST ELEVATION
SCALE 1/8"=1'-0"
REVISED
NOVEMBER 13, 2009
LYDON LYNCH
ARCHITECTURE



KING'S WHARF

Schedule E4:
 Building Elevations
 Building A (South)

BUILDING A
 SOUTH ELEVATION
 SCALE 1/8"=1'-0"
 REVISED
 NOVEMBER 13, 2009
LYDON LYNCH
 ARCHITECTURE

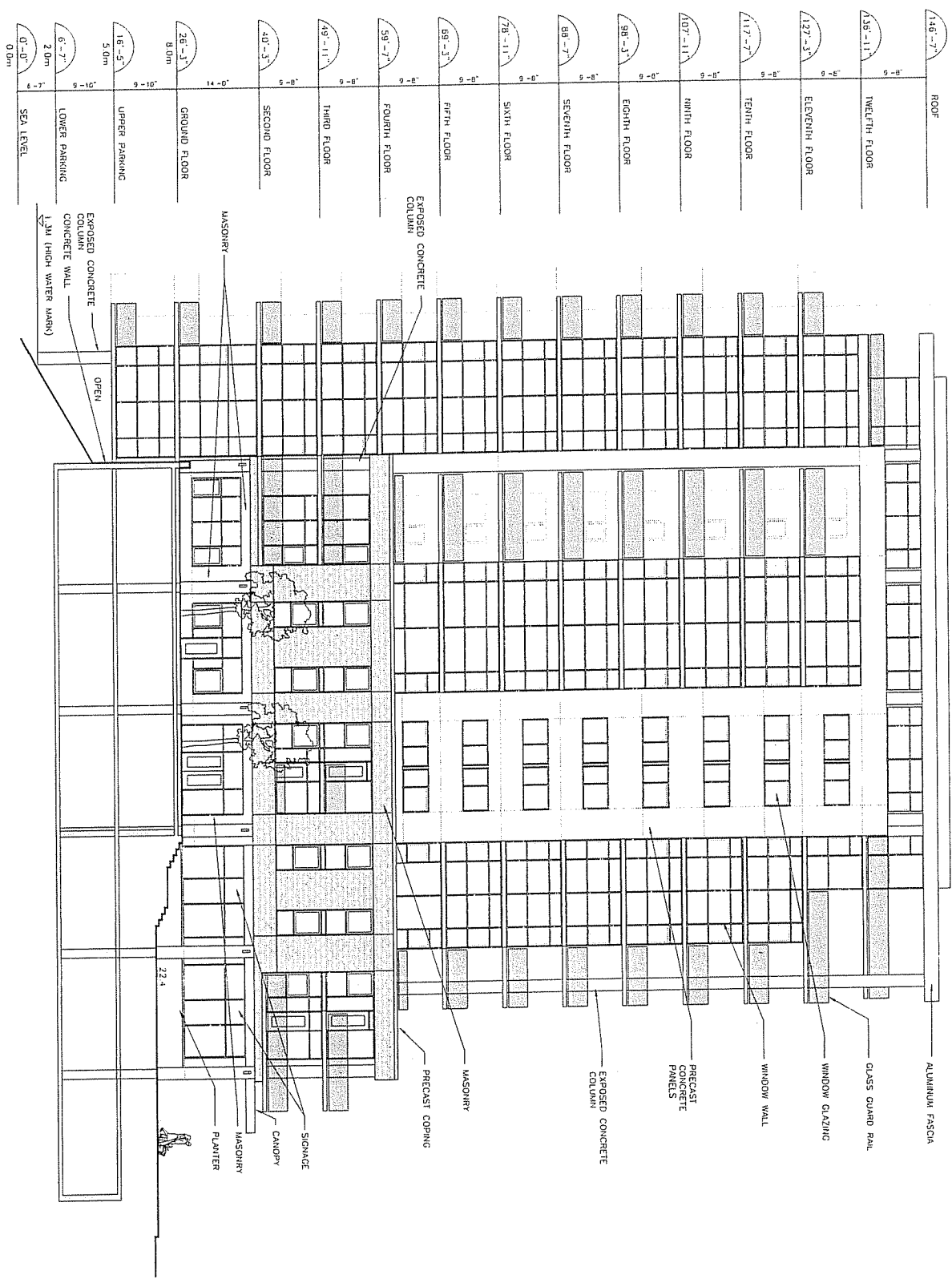


KING'S WHARF

Schedule F-1:
 Building Elevations
 Building B (West)

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

APRIL 09, 2009
LYDON LYNCH
 ARCHITECTURE



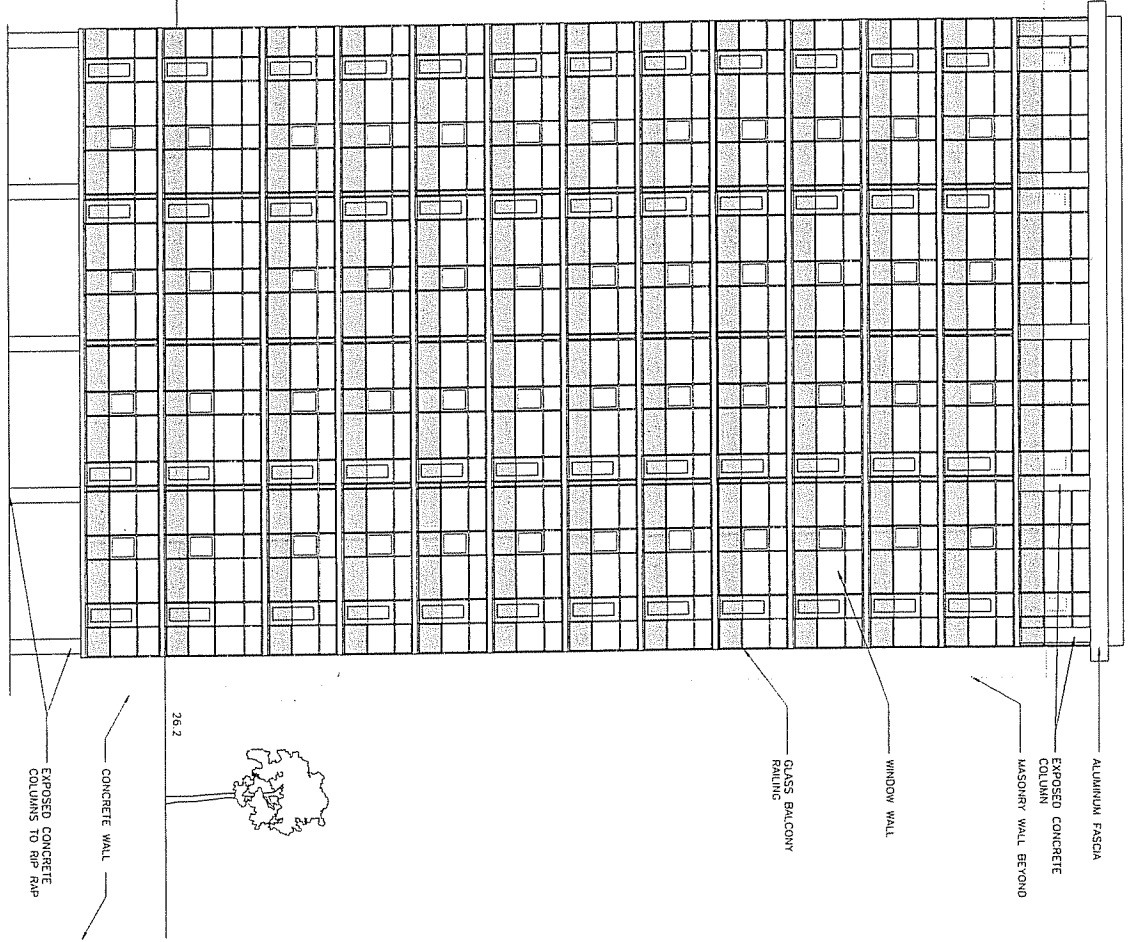
KING'S WHARF

Schedule F2:
 Building Elevations
 Building B (North)

BUILDING B
 NORTH ELEVATION
 SCALE 1/8"=1'-0"

APRIL 09, 2009
LYDON LYNCH
 ARCHITECTURE

146-7'	ROOF
136-11'	TWELFTH FLOOR
127-5 3/4'	ELEVENTH FLOOR
117-7'	TENTH FLOOR
107-11'	NINTH FLOOR
98-5 1/2'	EIGHTH FLOOR
88-7'	SEVENTH FLOOR
78-11'	SIXTH FLOOR
69-5'	FIFTH FLOOR
59-7'	FOURTH FLOOR
49-11'	THIRD FLOOR
40-5'	SECOND FLOOR
26-5'	GROUND FLOOR
16-5'	UPPER PARKING
6'-7"	LOWER PARKING
2.0m	SEA LEVEL
0'-0"	0.0m

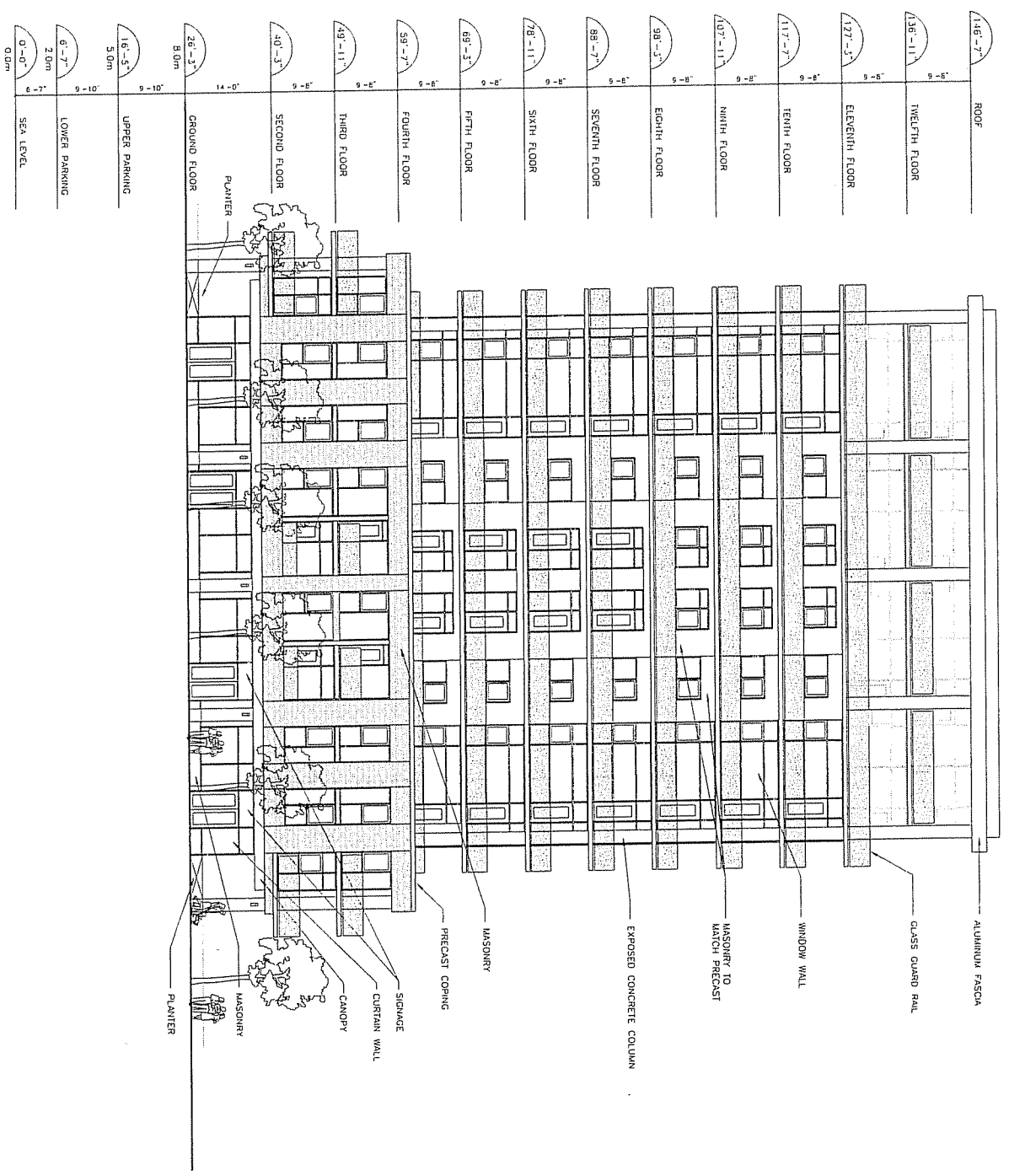


KING'S WHARF

Schedule F3:
Building Elevations
Building B (East)

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

APRIL 09, 2009
LYDON LYNCH
ARCHITECTURE



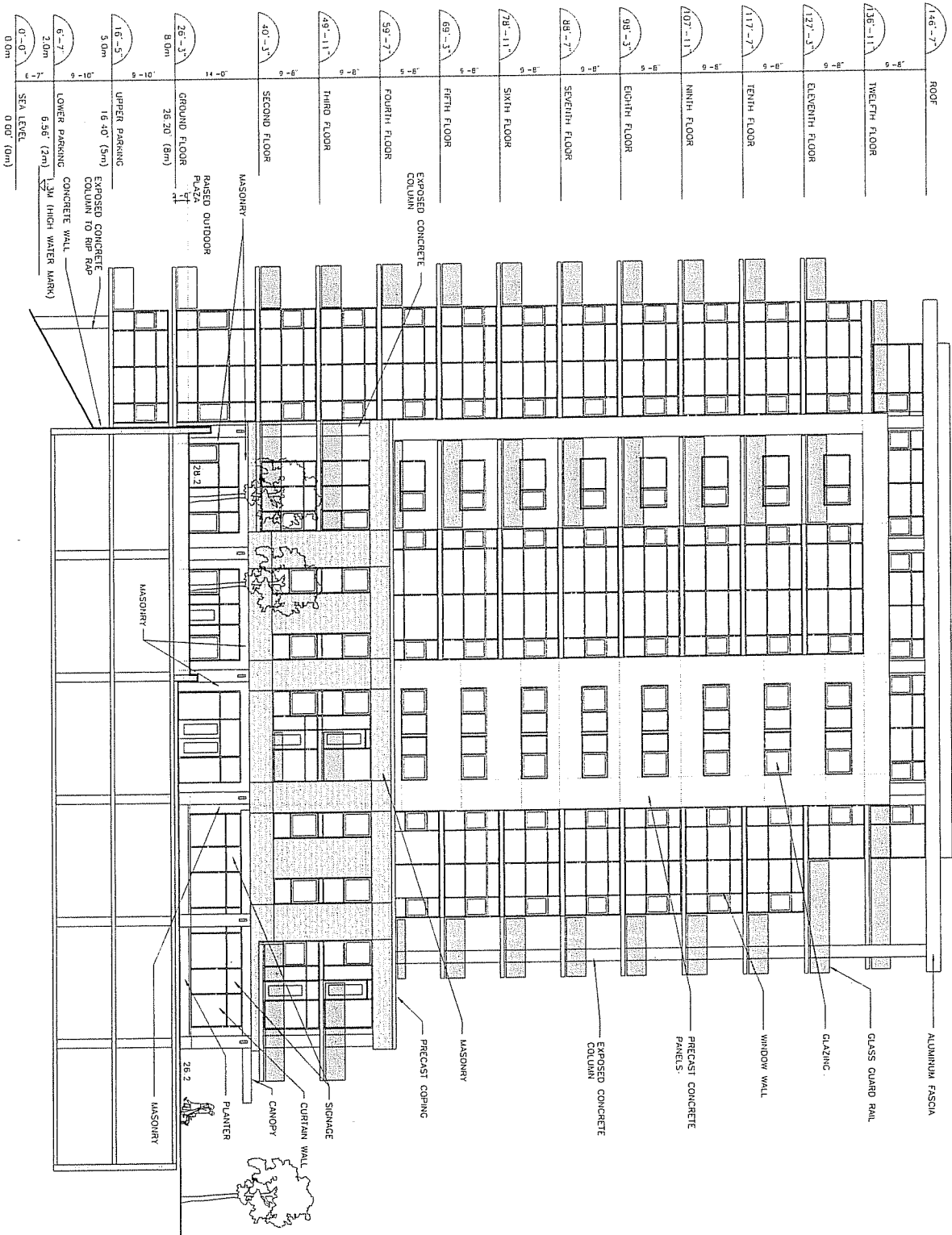
KING'S WHARF

Schedule G1:
 Building Elevations
 Building C (West)

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

REVISED
 AUGUST 10, 2009

LYDON LYNCH
 ARCHITECTURE



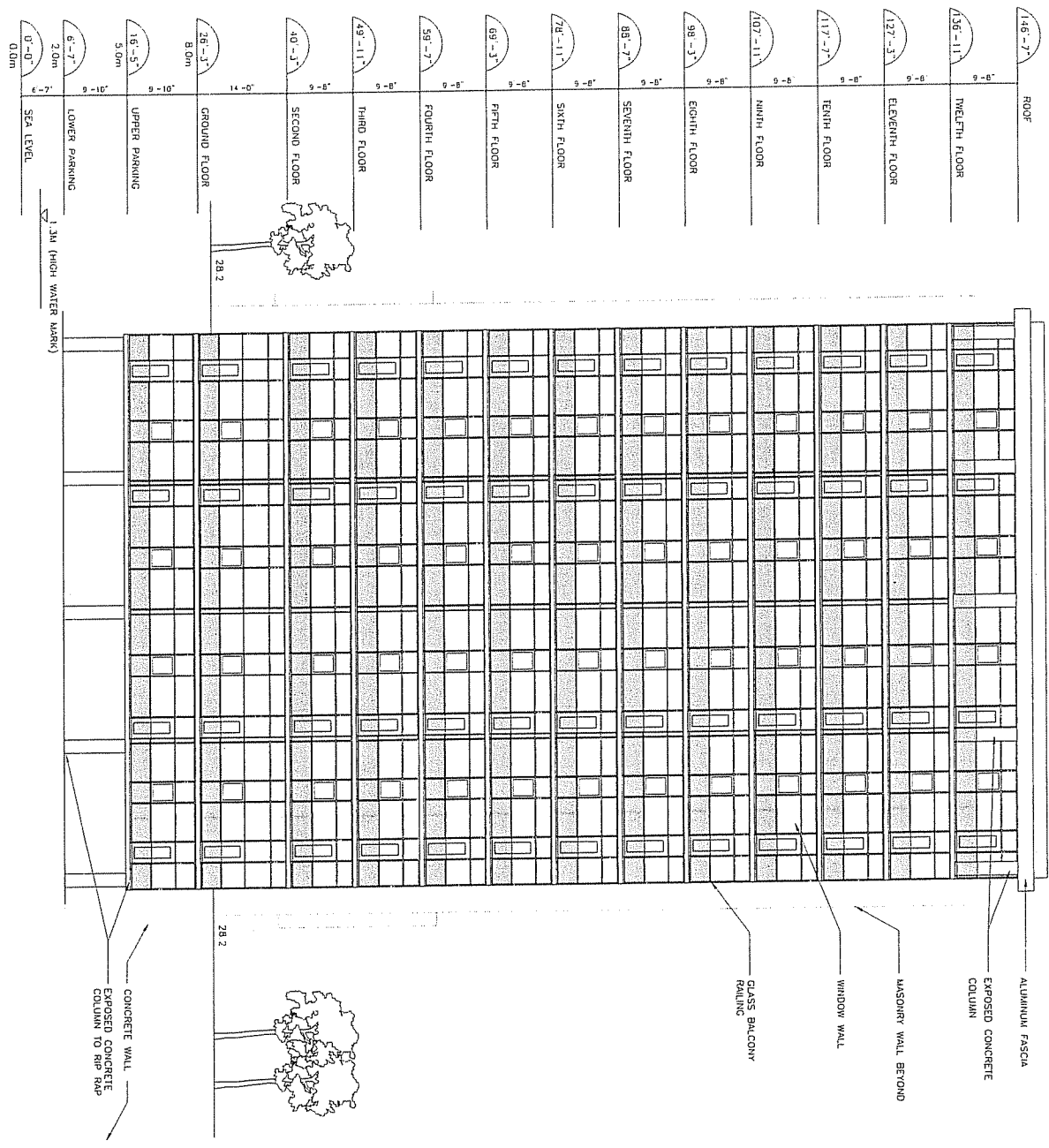
KING'S WHARF

Schedule G2:
Building Elevations
Building C (North)

BUILDING C
NORTH ELEVATION

SCALE 1/8"=1'-0"

APRIL 09, 2009
LYDON LYNCH
ARCHITECTURE

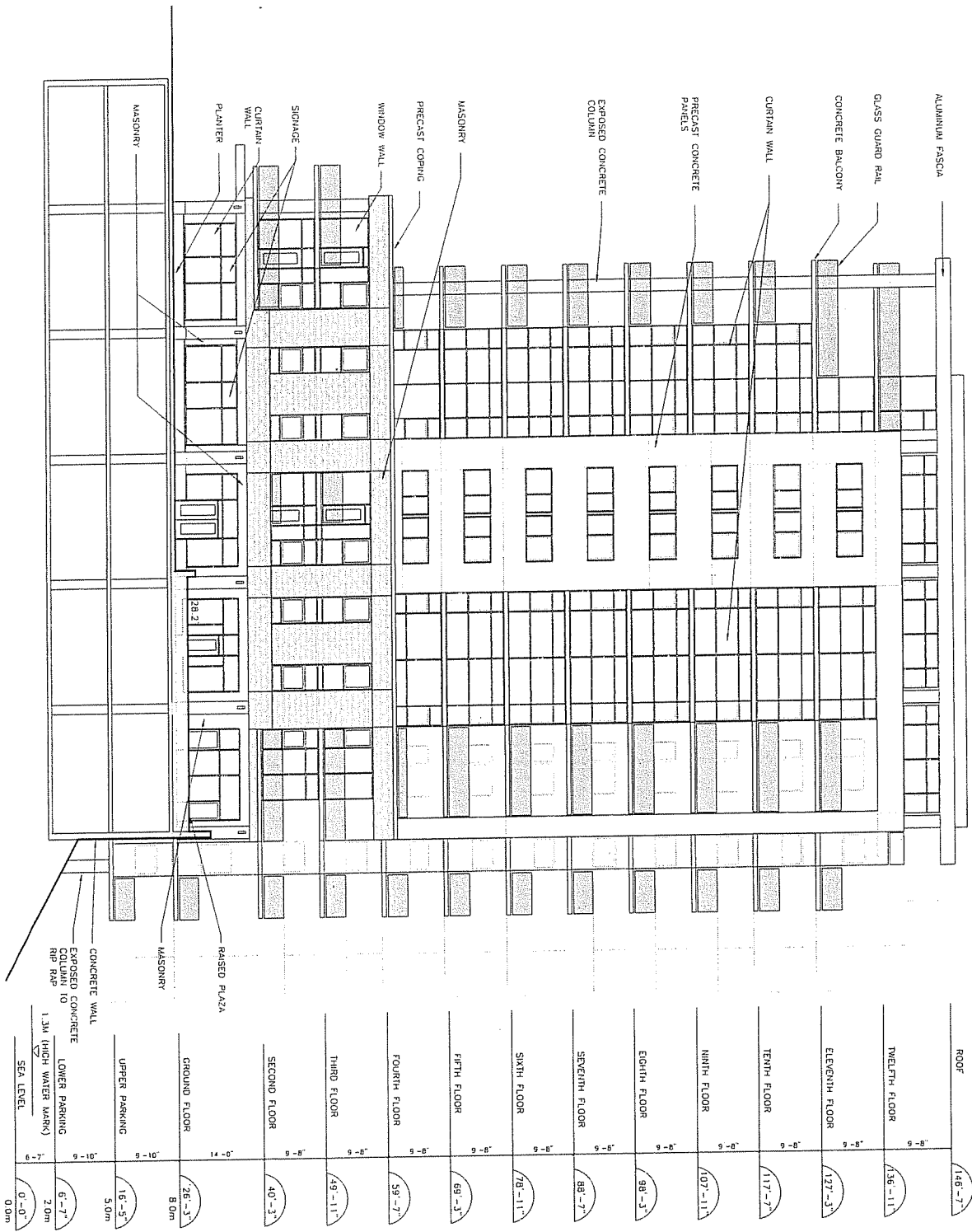


KING'S WHARF

Schedule G3:
Building Elevations
Building C (East)

BUILDING C
EAST ELEVATION
SCALE 1/8"=1'-0"

APRIL 09, 2009
LYDON LYNCH
ARCHITECTURE



FLOOR	ELEVATION	FINISH
ROOF	148'-7"	
TWELFTH FLOOR	9'-8"	136'-11"
ELEVENTH FLOOR	9'-8"	127'-3"
TENTH FLOOR	9'-8"	117'-7"
NINTH FLOOR	9'-8"	107'-11"
EIGHTH FLOOR	9'-8"	98'-3"
SEVENTH FLOOR	9'-8"	88'-7"
SIXTH FLOOR	9'-8"	78'-11"
FIFTH FLOOR	9'-8"	69'-3"
FOURTH FLOOR	9'-8"	59'-7"
THIRD FLOOR	9'-8"	49'-11"
SECOND FLOOR	9'-8"	40'-3"
GROUND FLOOR	14'	28'-3"
UPPER PARKING	9'-10"	18'-5"
LOWER PARKING	9'-10"	6'-7"
SEA LEVEL	0'-0"	0'-0"

KING'S WHARF

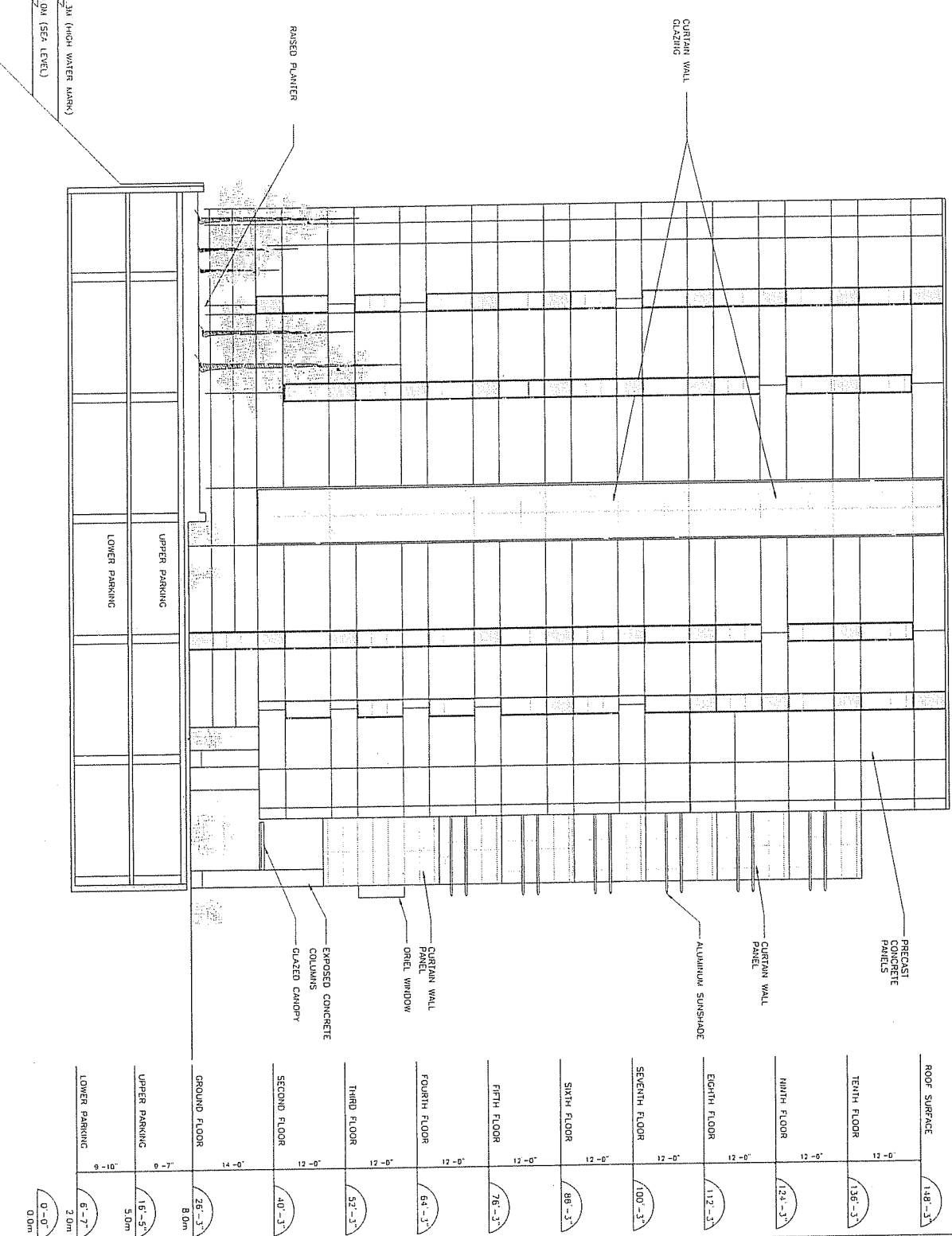
Schedule G4:
Building Elevations
Building C (South)

BUILDING C
SOUTH ELEVATION
SCALE 1/8"=1'-0"

APRIL 09, 2009
LYDON LYNCH
ARCHITECTURE

KING'S WHARF

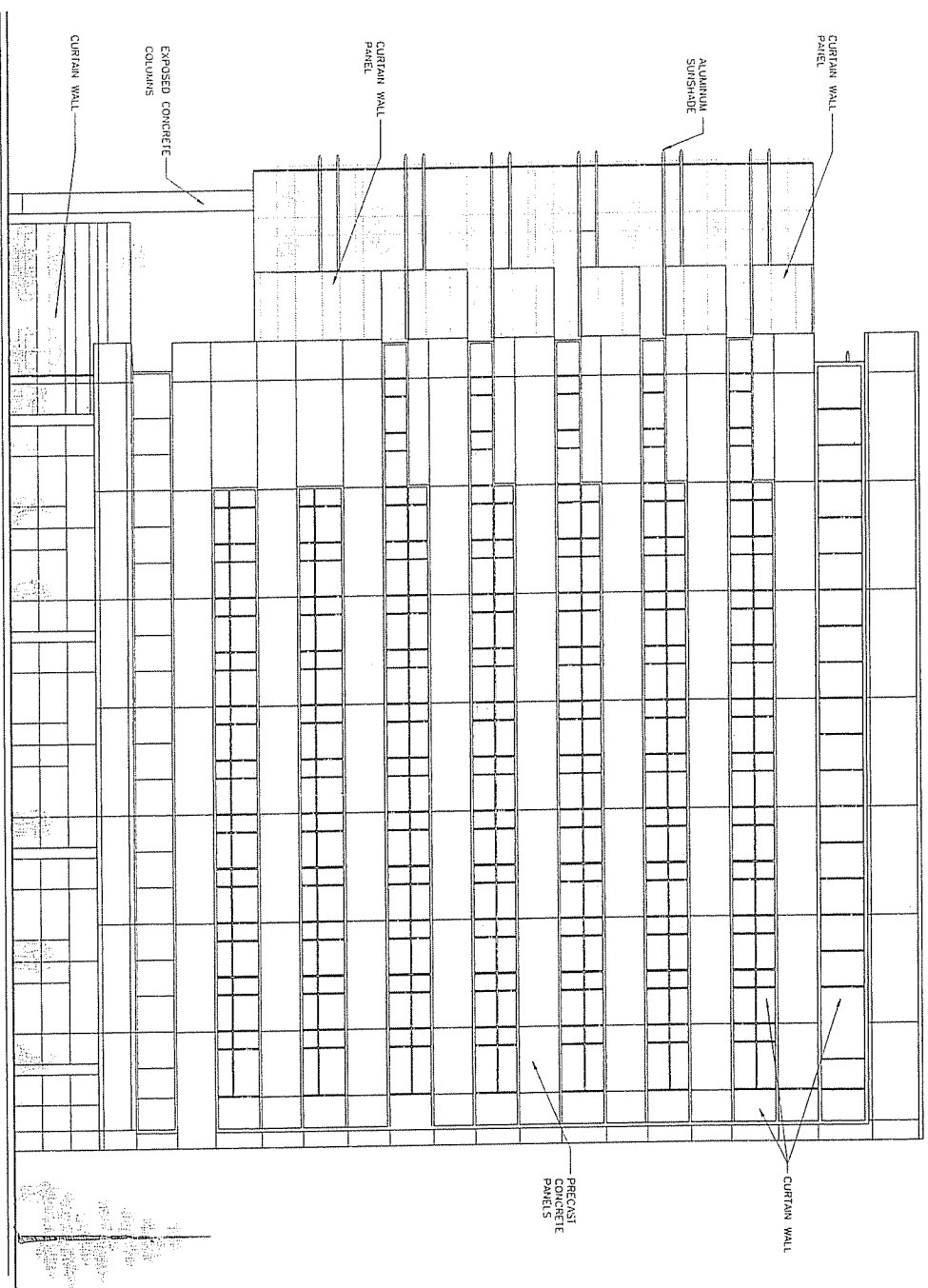
Schedule H2:
Building Elevations
Building D (North)



BUILDING D
NORTH ELEVATION
SCALE 1/8" = 1'-0"
APRIL 09, 2009
LYDON LYNCH
ARCHITECTURE

KING'S WHARF

Schedule H3:
Building Elevations
Building D (East)

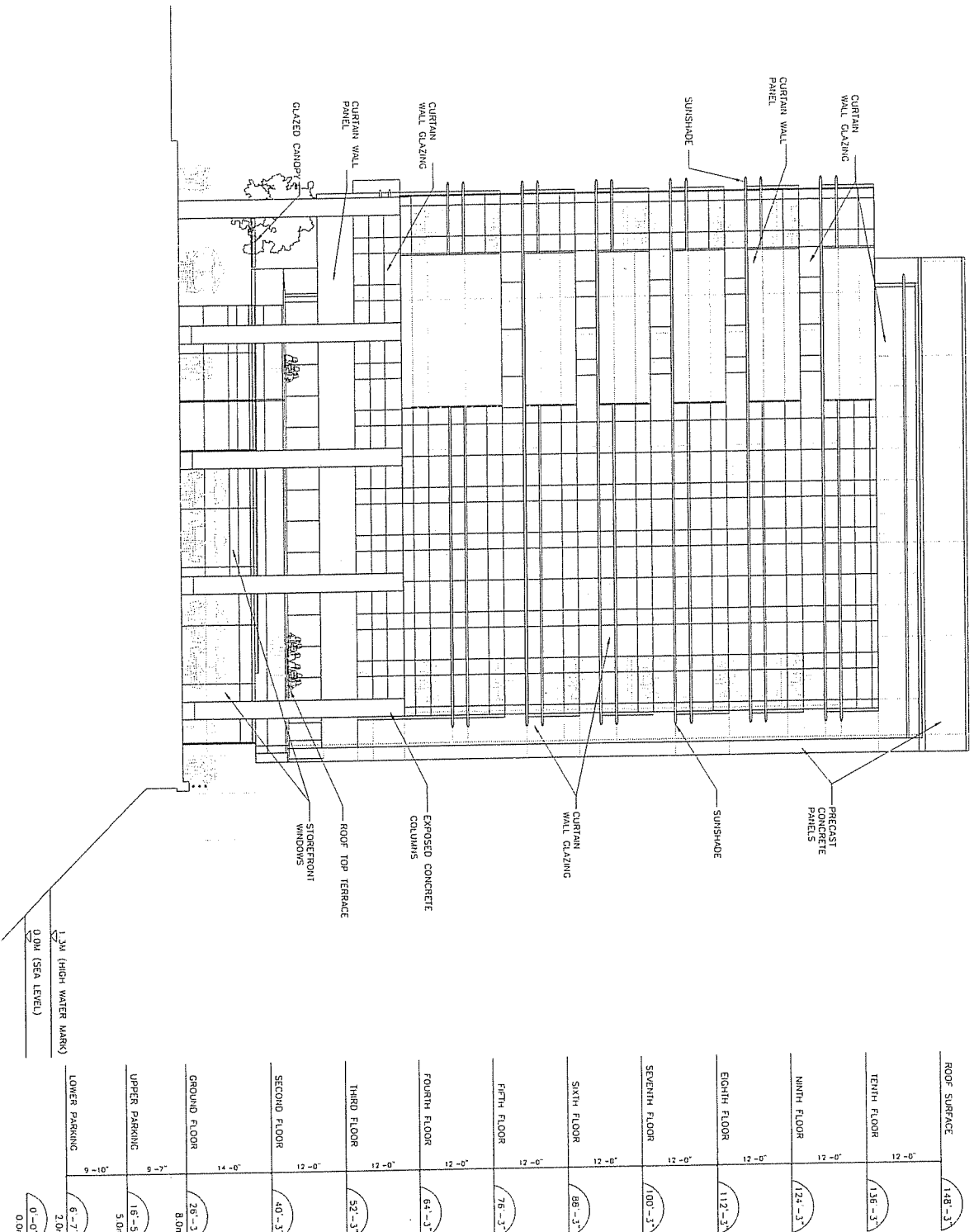


ROOF SURFACE	148'-3"
TENH FLOOR	136'-3"
NINTH FLOOR	124'-3"
EIGHTH FLOOR	112'-3"
SEVENTH FLOOR	100'-3"
SIXTH FLOOR	88'-3"
FIFTH FLOOR	76'-3"
FOURTH FLOOR	64'-3"
THIRD FLOOR	52'-3"
SECOND FLOOR	40'-3"
GROUND FLOOR	28'-3"
UPPER PARKING	16'-5"
LOWER PARKING	6'-2"
	0'-0"

BUILDING D
EAST ELEVATION
SCALE 1/8"=1'-0"
APRIL 09, 2009
LYDON LYNCH
ARCHITECTURE

KING'S WHARF

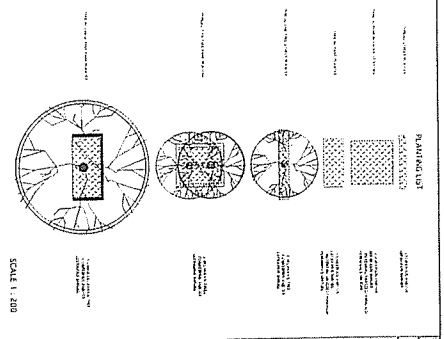
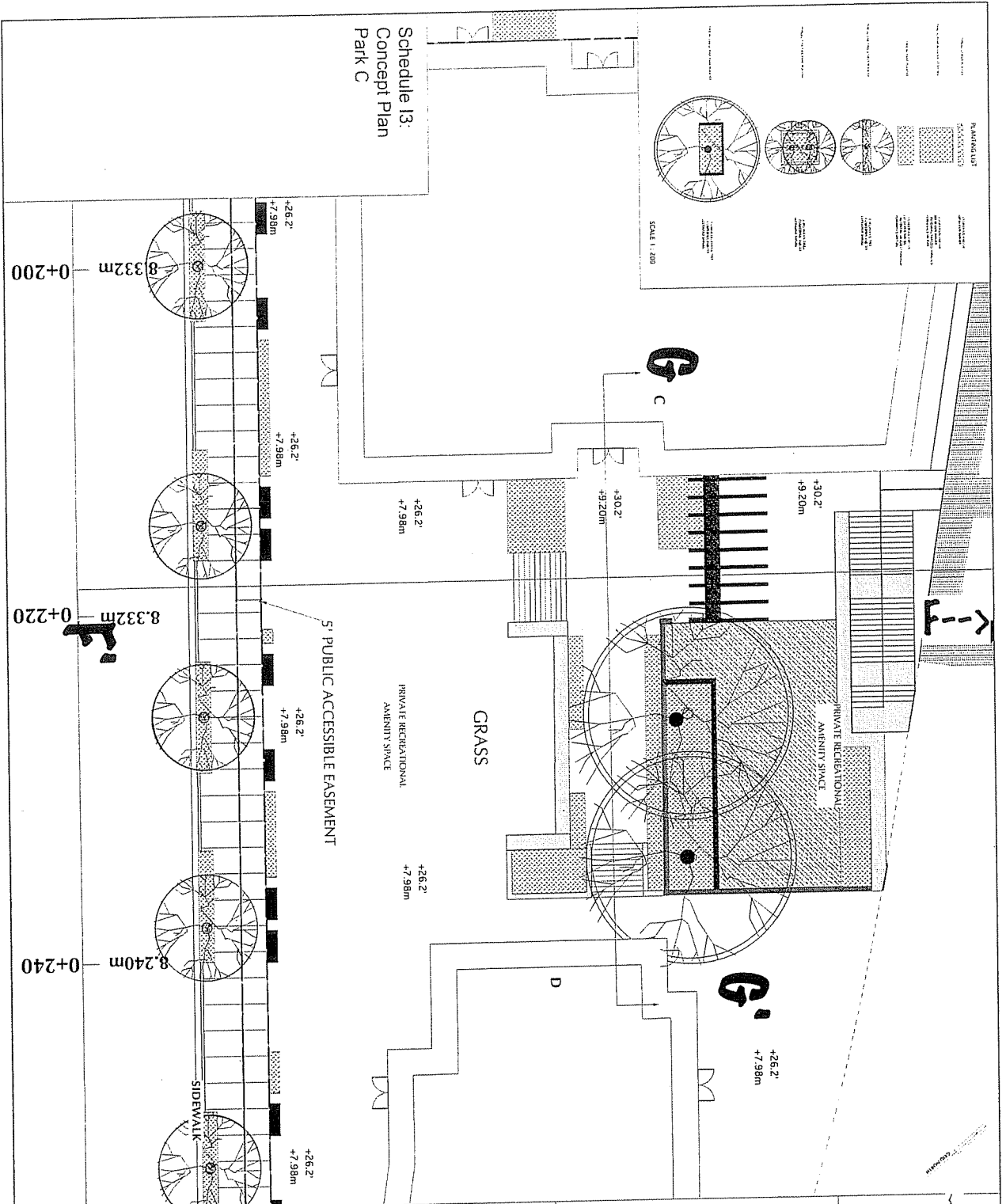
Schedule H4:
Building Elevations
Building D (South)



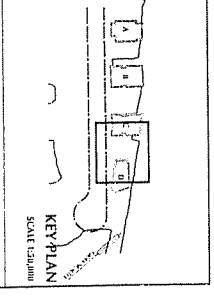
BUILDING D
SOUTH ELEVATION

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

LYDON LYNCH
ARCHITECTURE



SCALE 1:200



LEGEND

EXISTING	PROPOSED
<ul style="list-style-type: none"> TRAFFIC ACCESS MARKING ROAD RIGHT OF WAY ROAD BED OF PAVED/DIRT INLET WITH RETENTION BASIN UPSIDE AND DSD BUILDING OVERLAP/CONTAINMENT PLANTER WOODEN SURFACE TERRAZZO FINISH LOW WALL HIGH WALL 	<ul style="list-style-type: none"> TRAFFIC ACCESS MARKING ROAD RIGHT OF WAY ROAD BED OF PAVED/DIRT INLET WITH RETENTION BASIN UPSIDE AND DSD BUILDING OVERLAP/CONTAINMENT PLANTER WOODEN SURFACE TERRAZZO FINISH LOW WALL HIGH WALL

- Data source**
- Boundary - Albany Survey, 2008
 - Topographic - Topographic Survey, Thompson Co. Ltd.
 - Soil - National Soils Database
 - Architecture - Urban Sprink
- Note:**
- Buildings & Parking structure information indicated represent the approximate locations as provided by Urban Sprink.
 - Refer to Urban Sprink elevations and floor plans for building specific information.
 - Refer to Site Layout Plan: 1 King Street Extension drawing for road and service specific information.
 - See Sheet S1 'SITE PLAN' for overview of landscaping. Sheet L1 for King Street Park B. Sheet L4 for Cross-Street View.

1	18/02/18	REVISED AS PER FINAL COMMENTS	JMB
2	18/02/18	ISSUED FOR PHASE 1 STAGE 2 I.A.	JMB
3	17/02/18	ISSUED FOR PHASE 1 STAGE 2 I.A.	JMB
4	17/02/18	ISSUED FOR PHASE 1 STAGE 2 I.A.	JMB

EDM
AN ASSOCIATED FIRM OF THE
EDWARDS & KELCEY GROUP

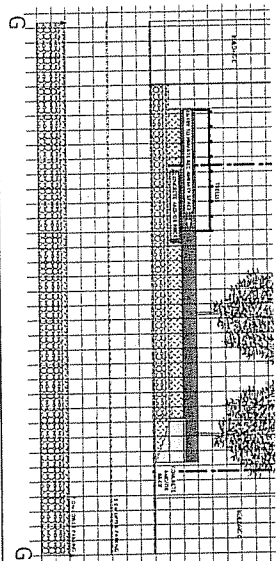
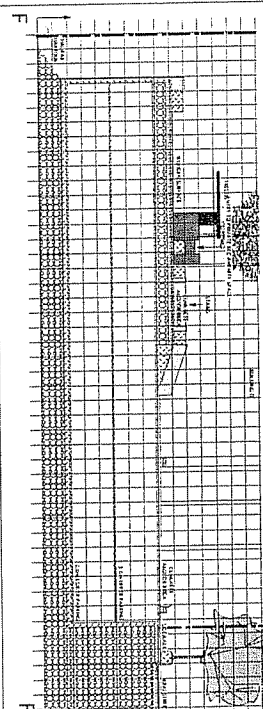
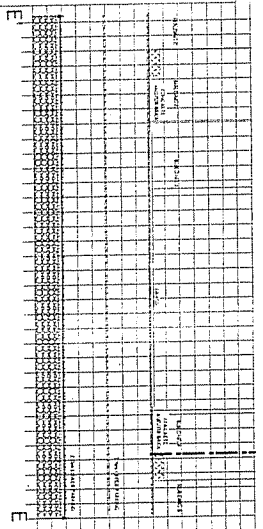
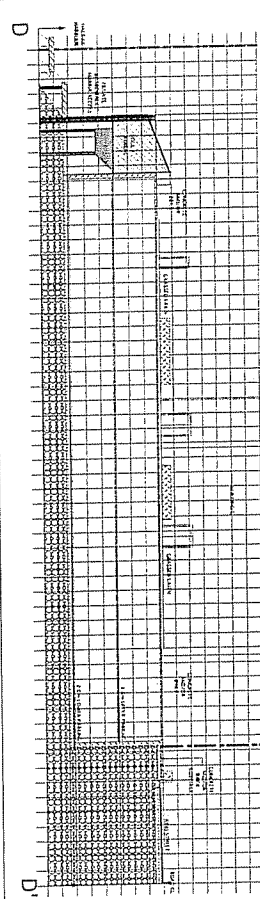
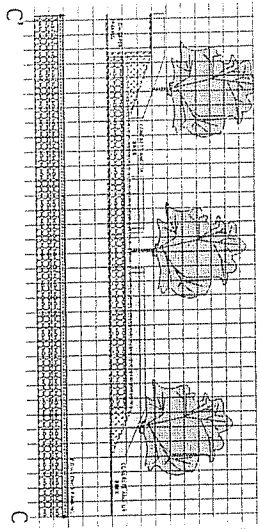
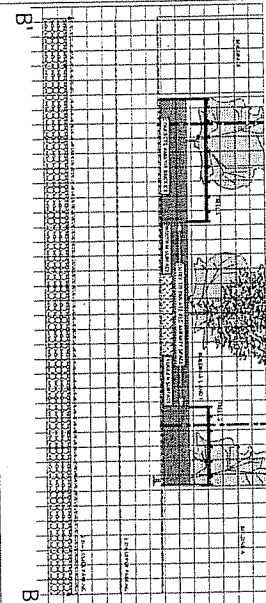
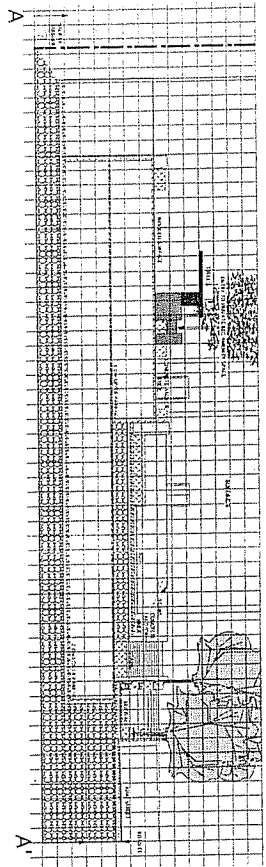
**KING'S WHARF DEVELOPMENT
STAGE II DEVELOPMENT AGREEMENT PLAN
PHASE 1**

PARK C (BETWEEN BUILDINGS C AND D)

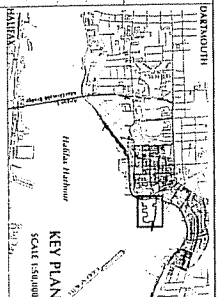
Date	18/02/18	Drawn	JMB	Project No.	18-278
Scale	1:200	Engineer	JMB	Client	EDM
Author	JMB	Approved	JMB	Project	18-278
Checked	JMB	Issue	JMB	Sheet	L1

CROSS-SECTIONAL VIEWS THROUGH PARKS

HORIZONTAL SCALE 1:150
VERTICAL SCALE 1:150



**Schedule 14:
Cross-Sections
Public and Private
Parks**



LEGEND

WOOD	[Pattern]
PLANTER	[Pattern]
LOW WALL	[Pattern]
HIGH WALL	[Pattern]
CONCRETE	[Pattern]
GRAVELS	[Pattern]
FILL	[Pattern]
ASPHALT	[Pattern]
SOD	[Pattern]
PROPOSED BOUNDARY	[Pattern]

Data source:
 - Boundary - Albany Survey, 2010
 - Topographic - Subject Property - Thompson Co Ltd
 - Architecture - Urban Level - SWMR Database

Note:
 1 - Buildings & Fencing structure information indicated represent the approximate situations as provided by Urban Level.
 2 - Refer to Urban Level Sections and floor plans for building specific information.
 3 - Refer to SNC Landon Phase 1 King Street Extension drawings for road and service specific information.

4 - See Sheet 51 'SITE PLAN' for overview of landscaping.
 Sheet 51 for King Street Park A.
 Sheet 52 for King Street Park B.
 Sheet 53 for King Street Park C.

No.	Date	Description	By	Appr.
5	01/10/21	REVISED AS PER THE COMMENTS	JMB	JMB
4	01/10/21	REVISED AS PER THE COMMENTS	JMB	JMB
3	01/10/21	REVISED AS PER THE COMMENTS	JMB	JMB
2	17/02/21	ISSUED FOR REVIEWS	JMB	JMB
1	09/02/21	ISSUED FOR APPROVAL	JMB	JMB

EDM
 ENVIRONMENTAL DESIGN MANAGEMENT
 100 RIVERVIEW DRIVE, SUITE 100
 WILLOWDALE, VIC 3156
 PH: 03 9594 1000
 WWW.EDMGROUP.COM.AU

KINGS WHARF DEVELOPMENT AGREEMENT PLAN PHASE 1

PARKLAND CROSS SECTIONS

Title	13/04/20	DC	Project No.	BU-273
Scale	1:500	Project	JMB	
Author	JMB	Appr.	JMB	
Drawn by	JMB	Drawn by	JMB	
Checked	JMB	Sheet	14	

Attachment B: Excerpts from the Downtown Dartmouth MPS

W-9A

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

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

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

Any development agreement application shall conform with the following criteria:

	Policy		Comment
1	<i>The development shall consist of a mix of land uses (residential, commercial, office, institutional, and park and open space uses) with residential land uses that contain a mix of unit types being the primary land use.</i>		The proposed Stage II Agreement enables development of 250 residential units in 3 multi-unit buildings and 1 office building, all of which contain ground floor commercial uses. The development agreement also includes the creation of 2 public accessible parks.
2	<i>Residential proposals should incorporate adequate soundproofing measures to buffer residents from nearby waterfront events and activities.</i>		The buildings are all concrete construction and the Developer has indicated that windows will be selected for noise mitigation and energy efficiency.

	Policy		Comment
3	<i>A high quality of urban design is encouraged and adequate consideration is given to Policy W-9B.</i>		
		<i>a) Special consideration should be given to building materials in proximity to the water's edge.</i>	Building design and materials for this phase are in accordance with the architectural guidelines established pursuant to the Stage I Agreement.
		<i>b) The proposal should impart a sense of history to the area and contribute to the area's evolving history.</i>	The Stage I Agreement sets out that this phase of the development is intended to be of a modern/contemporary design.
		<i>c) Proposals should respect that the waterfront is a pedestrian precinct. Wherever possible, buildings should be designed to create public spaces, and appropriate consideration should be given to weather protection for pedestrians.</i>	The ground floor of all three buildings presents a predominantly glass /storefront appearance along public areas and contain ground floor commercial uses. Canopies are also provided at the pedestrian level around public areas and entrances.

	Policy		Comment
4	<i>Visual access to the harbour shall be provided through the incorporation of street corridor views leading to the water and through the use of urban design features. The height of any proposed building should respect the viewplanes from the Dartmouth Common as shown on Map 7.</i>		The Stage I Agreement establishes a required View Corridor from the new public street through Park B to Dartmouth Cove. Under the proposed Stage II Agreement, HRM will assume a public easement over Park B between the new public street and Dartmouth Cove.
5	<i>The Development should address public accessibility the water's edge.</i>		The proposed Stage II Agreement provides public access to the water's edge above Dartmouth Cove at Park B and to the Shubenacadie Canal at the Shubie Canal Gateway Park.
6	<i>Special consideration shall be given to parking to ensure that proposals are designed with pedestrian orientation in mind rather than cars. Where parking is needed it should be situated below finished grade or enclosed within the core of a building with other uses wrapping the core to render the parking invisible. Surface parking is strongly discouraged, but when deemed absolutely necessary surface parking areas are to be strictly limited in size and duration.</i>		Parking is provided for Phase 1 according to the requirements of the Stage I Agreement. All of the required parking for Buildings A, B, C and D will be provided in an underground parking structure.

	Policy		Comment
7	<i>An internal street may be needed to provide emergency and delivery access to the development. Alternative street design standards should be considered for any new streets which are in keeping with the historical grid and pedestrian character of the downtown.</i>		<p>The only street constructed for Phase will be a new public street that connects to Alderney at a location opposite King St and which is therefore integrated into the existing street grid.</p> <p>This street and a new intersection at Alderney were found are to provide sufficient access to Phase 1. An additional public street access from Alderney Drive is required prior to construction of any subsequent phase.</p>
8	<i>The Development shall minimize the amount of infilling that occurs on the water lots to ensure the character of Dartmouth Cove is not significantly altered.</i>		The proposed Stage II Agreement limits infilled areas to those already enabled pursuant to the Stage I Agreement.

Policy W-9B

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

	Policy	Comment
a)	<i>The traditional street grid pattern and grain of development of Downtown Dartmouth should be maintained and re-established in the new development;</i>	The only street constructed for Phase will be a new public street that connects to Alderney at a location opposite King St and which is therefore integrated into the existing street grid.

	Policy	Comment
b)	<i>Microclimate issues such as wind, solar orientation, and shadowing should be considered, with positive impacts capitalized upon, and negative impacts minimized.</i>	The Developer submitted shadow and wind studies
c)	<i>Pedestrian street level activity shall be encouraged in all development through the incorporation of outdoor cafes, ground floor uses, and uses that are open beyond daytime hours of operation. Consideration should be given to weather protection for pedestrians through use of decorative canopies and awnings.</i>	<p>All buildings include canopies at the pedestrian level, ground floor commercial uses and a predominantly glass/storefront appearance on the ground floor and masonry on floors two and three (on the elevation facing the new public street).</p> <p>Landscaping, street trees, planters and benches are provided along the new public street and Park B shall be developed according to detailed park site development plans to be prepared by the Developer and reviewed by HRM Parkland Planning.</p>
d)	<i>Proposals should respect that the waterfront is primarily a pedestrian precinct, and pedestrian circulation should be an important consideration of all development. Buildings should be designed to create attractive and functional public spaces and pedestrian routes. Active ground level uses shall be encouraged adjacent to public access points and public open spaces.</i>	See c) above.
e)	<i>Public art should be provided on or adjacent to buildings throughout any proposed development, commensurate with HRM's Cultural Plan.</i>	The proposed Stage II Agreement requires that 1% of the appraised construction cost for each of Buildings A, B, C, and D be provided for public art, as defined by HRM's Public Art Policy.

	Policy	Comment
f)	<i>Important views from parks and streets should be respected in the design and configuration of development, especially harbour and street corridor views as shown on "Map 7 - Public Views."</i>	Park B will provide a view from the new public street to Dartmouth Cove and protect the first phase of a protected view corridor established pursuant to the Stage I Agreement.
g)	<i>A high quality of design should be required for streetscape elements and furniture.</i>	These elements are identified in the Stage II Agreement and are being reviewed by staff as part of a separate design approval process for the new public street facilitated by the Stage I Agreement.
h)	<i>Public safety should be a consideration in the design of new buildings and public spaces to ensure the design of public spaces does not create opportunities for crime at any time, with special attention paid to placement and intensity of lighting, visibility, directional signage, and land uses which will provide opportunities for eyes on the street through incorporation of residential development and street level activity after normal working hours.</i>	All buildings include ground floor commercial uses and a predominantly glass/storefront appearance on the ground floor and masonry on floors two and three (on the elevation facing the new public street). Landscaping, street trees, planters and benches are provided along the new public street and Park B shall be developed according to detailed park site development plans to be prepared by the Developer and reviewed by HRM Parkland Planning.

	Policy	Comment
i)	<p><i>A high level of refinement in the architectural details shall be provided to provide visual interest, both in the upper stories, and in particular at pedestrian level.</i></p>	<p>The Stage I agreement sets out that Buildings A, B, C and D comply with the following design and architectural provisions:</p> <ul style="list-style-type: none"> • Contemporary designs; • Concrete or metal framing; • High proportions of glass to reflect the surrounding water; • Building height is not to exceed 150 feet above seal level; and • Building D is to include an architectural feature visible down the new public street. <p>The buildings, as illustrated on the attached Schedules and described more fully in the body of the report, include distinct lower (pedestrian level), middle and upper sections as well as various design features.</p>
j)	<p><i>The waters edge should be designed for unrestricted public access by either public ownership and/or perpetual easement. (RC-Jul 8/08;E-Jul 26/08)</i></p>	<p>Under the Stage II Agreement for this phase, HRM shall assume ownership of Shubenacadie Canal Greenway Park which abuts the canal; and a public easement over Park B which will provide public access from the new public street to Dartmouth Cove.</p> <p>Additional public access to the water's edge, including the waterfront promenade, will be provided in future phases, in accordance with the Stage I Agreement.</p>