

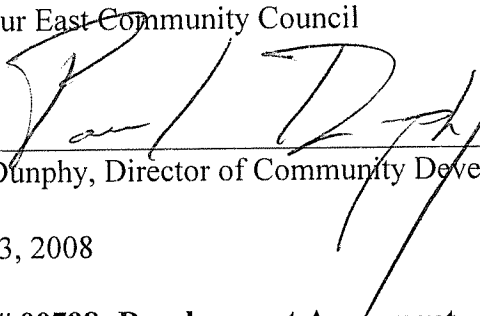


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**Harbour East Community Council**  
**August 7, 2008**

**TO:** Harbour East Community Council

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

**DATE:** July 23, 2008

**SUBJECT:** Case # 00798: Development Agreement - Dartmouth Marine Slips

**SUPPLEMENTARY REPORT**

**ORIGIN**

Application by EDM Limited to amend the Regional Municipal Planning Strategy (MPS), the Dartmouth MPS, and the Downtown Dartmouth Secondary Planning Strategy (SPS) and Land Use By-law (LUB) to permit the construction of a mixed-use development by development agreement on the former Dartmouth Marine Slips property, Alderney Drive, Dartmouth.

On May 28, 2008, the Regional Plan Advisory Committee recommended approval of the requested MPS and LUB amendments.

On July 8, 2008, Regional Council and Harbour East Community Council held a joint public hearing on the requested Plan amendments and Stage I development agreement. Regional Council approved the requested MPS and LUB amendments.

**RECOMMENDATIONS**

**It is recommended that Harbour East Community Council:**

1. Approve the proposed Stage I development agreement, as contained in Attachment A of this report, for a mixed-use development on the former Dartmouth Marine Slips property, Alderney Drive, Dartmouth; and
2. Require the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval of said agreement by Council and any other bodies as necessary, whichever is later, including applicable appeal periods. Otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

## **BACKGROUND /DISCUSSION**

On July 8, 2008 Regional Council held a joint public hearing with Harbour East Community Council to consider amendments to the Regional MPS, the Dartmouth MPS, and the Downtown Dartmouth SPS and Land Use By-law regarding Dartmouth's Viewplane and View Corridor Policies and site specific policy to enable a mixed-use re-development of the Dartmouth Marine Slips property.

At the public hearing, Regional Council gave its approval to the MPS and LUB amendments. While the draft development agreement was part of the public hearing process, it could not be approved by Harbour East Community Council until the MPS and LUB amendments took effect.

The amendments have since been reviewed by the Provincial Department of Service Nova Scotia and Municipal Relations as per Section 208 of the *Municipal Government Act*. These amendments became effective on July 26, 2008.

Harbour East Community Council is now in the position to render a decision on the Stage I Development Agreement for the Kings Wharf project. Staff recommend that Harbour East Community Council approve the agreement based upon the reasons stated in the May 16, 2008 Staff Report.

## **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.

The proposed public streets, associated service infrastructure, parks and proposed Waterfront Promenade will require budgetary considerations as they are decided to the Municipality.

## **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. Community Council may choose to approve the proposed development agreement as contained in Attachment A of this report. This is the recommended course of action.
2. Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require a second public hearing.

3. Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with SPS policies. This alternative is not recommended as Staff are satisfied that the proposed agreement is consistent with the proposed policies and intent of the applicable plan policy.

**ATTACHMENTS**

Attachment A          Draft Development Agreement

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

Report Prepared by :          David Lane, Senior Planner, 490-5719



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



AND WHEREAS a condition of the granting of approval of Council is that the Developer enter into an agreement with the Halifax Regional Municipality;

AND WHEREAS the Harbour East Community Council approved this request at a meeting held on [INSERT - Date], referenced as Municipal Case Number 00798;

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

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**PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

**1.1 Applicability of Agreement**

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

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

Except as otherwise provided for herein, the development 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**

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

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 HRM 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.

**1.4 Conflict**

Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

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

The Developer and each lot owner 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 regulations, by-laws or codes applicable to any 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 AND DEVELOPMENT PROVISIONS**

### **3.1 Subdivision of the Lands**

- 3.1.1 Unless otherwise acceptable to the Development Officer, as part of a Stage II development agreement process, subdivision applications shall be submitted to the Development Officer in accordance with the Phasing Plan presented as Schedule D to this Agreement and the Development Officer shall grant subdivision approvals for the phase for which approval is sought.
- 3.1.2 Notwithstanding sub-section 3.1.1, Schedules B, C and H to this Agreement shall constitute the Concept Plan of Subdivision for the streets and related servicing infrastructure of the Development.
- 3.1.3 All parcels shall have frontage on a public street in accordance with the Regional Subdivision By-law and Downtown Dartmouth Land Use By-law.
- 3.1.4 Notwithstanding subsection 3.1.3, 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 as per Schedule E.

- 3.1.5 Notwithstanding subsection 3.1.3, 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 per Schedule E.

### 3.2 Schedules

- 3.2.1 The Developer shall not develop or use the Lands, for any purpose other than a mixed use development consisting of residential, commercial, office, institutional and park and open space uses which, in the opinion of the Development Officer, is substantially in conformance with Schedules B to I inclusive filed in the Halifax Regional Municipality Planning Services Department as Case 00798.
- 3.2.2 Development permits shall only be granted for the Lands after approval of Stage II Development Agreements and execution of the documents by the Developer.
- 3.2.3 The Schedules to this Agreement are:

Schedule A:	Legal Description of the Lands
Schedule B:	Site Plan
Schedule C:	Servicing Plan
Schedule D:	Phasing Plan
Schedule E:	Parks and Open Space Plan
Schedule F:	View Corridors Plan
Schedule G:	Parking Plan
Schedule H:	Street Cross Section
Schedule I:	Attachment "A"

### 3.3 Land Use Controls

- 3.3.1 The Parties agree that Schedules B to I inclusive of this Agreement contain the proposed land uses, preliminary design schematics and servicing schematics for the development of the Lands and further agree that the aforementioned uses and schematics shall form the basis for negotiation and approval of any Stage II Agreement.
- 3.3.2 The Development will consist of a mix of land uses with the primary use being for residential development. In addition to a mix of residential uses and unit types (1, 2 and 3 bedroom units) the development may contain office, commercial, institutional and park and open space uses and a hotel.

- 3.3.3 Further to sub-section 3.3.2 the uses shall include:
- (a) 1,800,000 square feet of residential space (maximum of 1,292 units);
  - (b) 159,660 square feet of office space;
  - (c) 70,488 square feet of commercial space;
  - (d) 65,000 square feet of hotel space (maximum of 200 rooms within a building);
  - (e) park and open space uses as per section 3.7 of this Agreement; and
  - (f) Accessory uses to the foregoing.
- 3.3.4 Notwithstanding sub-section 3.3.3, the Developer shall be permitted through the Stage II development agreement process to vary the mix of land uses by a maximum of 20% based upon floor area, except park and open space, but at no time shall the mix of uses exceed the overall floor area indicated in sub-section 3.3.3.
- 3.3.5 Further to sub-section 3.3.4 a traffic study shall be submitted to the Development Engineer demonstrating any potential impacts and proposed mitigative measures resultant of the change in the mix of uses. Acceptance of the findings of the traffic study shall be at the discretion of the Development Engineer.
- 3.3.6 Further to sub-section 3.3.4, any variation to the mix of land uses shall not result in the number of residential uses exceeding 1,500 units or replace residential as the primary use within the Development.
- 3.3.7 The residential density is to be calculated by the theoretical population generated on the basis of: 1.0 person per bachelor unit; 2.0 persons per one bedroom unit; 2.25 persons per other apartment type units; and 3.35 persons for townhouse units.
- 3.3.8 Notwithstanding sub-section 3.3.3, institutional land use can be permitted up to a maximum of 75,000 square feet of space with a corresponding reduction in the square footage of the office and/or commercial uses and the submission of a traffic study. Acceptance of the findings of the traffic study shall be at the discretion of the Development Engineer.
- 3.3.9 Notwithstanding sub-section 3.3.3, a cruise ship docking facility shall be a permitted use in the Development as part of a Stage II development agreement.
- 3.3.10 Development on the Lands shall be in conformance with Schedules B and I to this Agreement. The Development Officer may permit modifications to the area and location of the Lands intended for any land use provided the changes are minor, in the opinion of the Development Officer, and serve to maintain or enhance the intent of this Agreement.



### Architectural Guidelines

- 3.3.11 The Developer agrees that an objective of this development is to provide elements of the streetscapes which exhibit a complementary variety of architectural designs on all buildings and open spaces/parkland. The architectural design of the buildings, particularly with respect to the front elevation designs, shall be varied and have a strong street presence. Architectural detailing shall be encouraged on all buildings in order to add variety to the streetscape appearance.
- 3.3.12 Further to sub-section 3.3.11, facade descriptions of each Building shall generally be in conformance with Schedule I to this Agreement.
- 3.3.13 Architecturally, the development is intended to reflect a modern community, mixing traditional and contemporary styles. The overall form is intended to reflect the surrounding landform, sloping down to the water with variations in height reflecting the established form of the downtown area. The development will incorporate varying architectural expressions in materials ranging from stone, brick, and concrete to glass and steel. The core buildings on the site between the King and Prince Street corridors will reflect more traditional building materials and forms (e.g., brick or stone style surfacing, pitched roofs, etc.), while buildings on the waters' edges will be more contemporary, with metal or concrete framing and high proportions of glass cladding to reflect surrounding waters.

### 3.4 Phasing

- 3.4.1 No Occupancy Permit shall be issued for a building until all pertinent infrastructure applicable to the Lands is complete, subject to the appropriate sections of the applicable Stage II development agreement.
- 3.4.2 The location and timing of phases for the development shall be undertaken as identified on Schedules D and E, and shall consist of:

Phase 1:

- Construction of King St. Extension
- Buildings "I & L"
- King's Wharf Park; and
- Associated section of the Waterfront Promenade

Phase 2:

- Buildings "A, B, C & D" and associated private parks
- Construction of "Anchorage Lane"
- King Street park; and

- Transfer of ownership of Shubenacadie Canal Park.

Phase 3:

- Buildings “G & J” and associated private parks
- Prince Street Park
- Marina Park; and
- Associated sections of the Waterfront Promenade including the extension from Ferry Terminal Park to Prince Street Park.

Phase 4:

- Buildings “H & K”; and
- Associated section of the Waterfront Promenade.

Phase 5:

- Buildings “E & F ” and associated private park

Phase 6:

- Marina; and
- Waterfront Promenade.

- 3.4.3 Further, to sub-section 3.4.2, as part of a Stage II agreement process, construction of the grade separated access from Alderney Drive at Prince Street to the development and Prince Street Extension shall be during Phase 2, or when the development exceeds a maximum of 300 units; whichever occurs first. The Developer may, at anytime, before either threshold is reached construct the grade separated access and/or Prince Street Extension.
- 3.4.4 Data calculation tables shall be provided with each Stage II Agreement for each phase of the Development. The data tables shall contain unit, population counts and floor area.
- 3.4.5 Any Stage II development agreement shall consist of an entire phase as per sub-section 3.4.2.
- 3.4.6 The Development Officer shall be satisfied of the completion of any permitted phase prior to the granting of approvals for any subsequent phase.

### **3.5 Environmental**

- 3.5.1 The Department of 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. Approval of the action plan by the

Department of Environment and documentation verifying remediation of the Lands is to be provided to the Development Officer prior to the issuance of construction permits.

- 3.5.2 In conjunction with any Stage II or Final Plan of Subdivision application and prior to the issuance of development permits, a master grading and drainage plan prepared by a professional engineer is to be completed which indicates the measures to be taken to manage any surface runoff from the Lands.
- 3.5.3 No work on any phase or lands will be permitted until an Erosion Plan and Sediment Control Plan, Site Disturbance Plan and Stormwater Management Plan are submitted and approved by the Development Officer in consultation with the Development Engineer.
- 3.5.4 The areas to be in-filled shall be restricted to those generally shown on Schedule "D" of this Agreement. The remaining area of the water lots of the Lands shall not be in-filled.
- 3.5.5 Notwithstanding sub-section 3.5.4, 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.
- 3.5.6 The Developer shall provide an approved in-fill plan, from the applicable approval agency for the in-filling of the water lots shown on Schedule "D" prior to the Development Officer issuing approval for any construction permit within the applicable phase.
- 3.5.7 Within the applicable phase of a Stage II development agreement, the Municipality shall provide the Developer with a temporary right of use agreement to enable the required partial in-filling of the Municipality's water lot (PID No. 40509549) for the extension of Ferry Terminal Park to the Lands at the Developer's cost, as shown on Schedule E. The Municipality shall also obtain all required permits on the Developer's behalf for the required in-filling.
- 3.5.8 All development on the Lands shall incorporate provisions that mitigate potential damages from coastal flooding and storm surge events.

### **3.6 Roads and Services**

- 3.6.1 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, 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.

- 3.6.2 The Municipality agrees to allow the Developer to make application on their behalf to Canadian National Rail for the required rail crossing. The Developer shall assume all costs for such application with the understanding that the Municipality will assume ownership of the crossing.
- 3.6.3 Notwithstanding sub-section 3.6.2, in the event of the removal of the CN Rail line from the area located between the Development and the Alderney Drive right-of-way, an at-grade crossing shall be permitted in-lieu of the grade separated crossing.
- 3.6.4 The road pattern for the Development shall generally be as shown on Schedules B and H and may be altered only with agreement from the Development Officer provided that Municipal Services Specifications are followed. The Development Officer may approve development of the road system as part of a Final Plan of Subdivision only after the approval of the Stage I Development Agreement. All roads and driveways are to be designed to accommodate emergency vehicle weight, access and turning requirements as per HRM Fire Services Skyarm vehicle 95-93P.
- 3.6.5 Further to sub-section 3.6.4, the Developer shall establish a grade separated access ramp at the intersection of Prince Street and Alderney Drive that extends to the Lands as shown on Schedule C. The Developer shall provide the Development Engineer with all necessary information prior to receiving approval for the access.
- 3.6.6 Further to sub-section 3.6.5, prior to obtaining approval of the grade separated access as per Schedule B, the Development Officer shall approve the exterior appearance of the ramp structure and the immediate surrounding environment to ensure that structure is consistent with the intent of the design guidelines as per Policy W-9A of Downtown Dartmouth Secondary Planning Strategy.
- 3.6.7 Municipal infrastructure shall generally not encumber any Public Parkland or Municipally owned lands. Adequate allowance for storm water management facilities shall be made and shall not compromise Public Parkland without the approval of the Development Officer in consultation with Parkland Planning.

- 3.6.7.1 Notwithstanding subsection 3.6.7, municipal infrastructure shall not apply to streets and related infrastructure and the location of stormwater infrastructure through the Waterfront Promenade.
- 3.6.8 Utility easements shall be provided as necessary, but the use of easements shall be limited to locations where construction within street rights-of-way is not feasible.
- 3.6.9 All utility services including, but not limited to, sewer, water, gas, power and telecommunications shall be underground. All services within the street rights-of-way shall be conveyed to the appropriate utility.
- 3.6.10 All services to be generally as shown on Schedule C. Exact sizes and grades to be determined at the time of detailed design.
- 3.6.11 All driveways shall meet the requirements of the Streets By-law (S300).
- 3.6.12 Parking spaces for the Development may be provided at a rate of 75% of the requirements of the Downtown Dartmouth Land Use By-law.
- 3.6.13 Further to sub-section 3.6.12, at the discretion of the Development Officer, the Developer may be permitted to further reduce parking spaces pursuant to the submission of a study of parking space utilization to the Development Engineer. Acceptance of the findings of the parking study shall be at the discretion of the Development Engineer.
- 3.6.14 Surface parking may be provided within 300 metres of any associated building to accommodate parking requirements in advance of construction of the above grade parking structure on a temporary basis.
- 3.6.15 All parking areas, driveways and circulation aisles shall be asphalt, concrete, pavers, cobblestone, or similar materials acceptable to the Development Officer.

### **3.7 Parks and Open Space**

- 3.7.1 The Developer shall construct all public and private parkland and open spaces as shown on Schedules D and E of this Agreement under the specified development phase.
- 3.7.2 Upon completion of the public parks and facilities as shown on Schedule E the Developer shall deed said lands to HRM upon completion of the phase.

- 3.7.3 Further to sub-section 3.7.2, these lands shall be free of legal, environmental, or physical encumbrances. "Encumbrances" mean, for the purposes of Park Dedication, legal, environmental, or physical constraints on the property that may limit its use and management or present an unreasonable development or remediation costs to the Municipality.
- 3.7.4 Notwithstanding subsection 3.7.3, existing infrastructure related to the Harbour Solutions project shall be exempt on the Lands.
- 3.7.5 All public and private parkland and open space shall be constructed in accordance with the HRM Park Planning and Development Guidelines and shall be approved by the Development Officer in consultation with Parkland Planning under the Stage II development agreement process.
- 3.7.6 Building grounds and surrounding public areas will be finished to the Municipality's standard including the hard surfaced Waterfront Promenade along the water's edge, sheltered urban green spaces, and a public waterfront park on the northwestern corner of the property. These private park spaces will be equipped by the Developer, which will be defined under the applicable Stage II development agreement.
- 3.7.7 The park uses within the development shall be deemed to meet all of the requirements of the Regional Subdivision By-law with respect to required park dedication. These uses and associated area shall not be removed.
- 3.7.8 Proposed streetscape landscaping shall be identified on the required Landscaping Plans as part of the Stage II Development Agreement applications.
- 3.7.9 During the Stage II agreement process, the Developer shall provide the Municipality with a deeded easement for King Street Parks A, B and C, Kings Wharf Park and Marina Park as identified on Schedule E of this Agreement.
- 3.7.9.1 Notwithstanding sub-section 3.7.9, the Municipality shall be responsible for the maintenance of the parks 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 the parks.
- 3.7.9.2 During the Stage II agreement process, Council may exercise their discretion to not acquire easements for King Street Parks A, B and C, Kings Wharf Park and Marina Park as identified on Schedule E.

- 3.7.9.3 All Public Access parkland areas shall be designed and constructed to be Useable for Passive Recreation purposes and at a minimum, be finished with grass sod underlain by a minimum 150mm of topsoil.

### **Amenity Space**

- 3.7.10 The Developer shall receive amenity space credit for the privately owned parks as shown on Schedule E towards the calculation of amenity space as per the Regional Subdivision By-law for any building/unit/population as required during the Stage II agreement process.

- 3.7.10.1 During any Stage II agreement process, should Council exercise their discretion to not acquire the easements for the parks as identified in sub-section 3.7.9, the amenity space credit of subsection 3.7.10 shall remain applicable for any amenity space requirement, as long as it is retained as a park use.

- 3.7.10.2 Notwithstanding subsection 3.7.3, and in accordance with sub-section 3.7.10 the Developer shall receive amenity space credit for any encumbrance of existing infrastructure.

### **Waterfront Promenade**

- 3.7.11 All sections of the Waterfront Promenade shall satisfy the following requirements:
- (a) All surfaces shall be designed with Universal Design Principles to accommodate pedestrians as well as disabled persons in wheelchairs or similar conveyances compatible with the safety and enjoyment of pedestrians.
  - (b) All travel way surfaces shall, at the minimum, be 4.5 metres wide and asphalt paved.
  - (c) All hard surfaces shall be separated from any embankment or wall leading to the water's edge by a grassed or suitably landscaped strip approximately 1 metre wide.
  - (d) The aforesaid 1-metre strip shall not be required in any location on the Promenade where the slope of land between the travel way and the water's edge does not exceed 3:1, or where an appropriate railing has been provided between the travel way and the water's edge.
  - (e) The Promenade corridor along the water's edge shall be designed and constructed to withstand oceanwave action, and at the minimum, be finished with armour stone.
  - (f) All portions of the travel way shall be illuminated to levels and standards set by HRM for Local Streets in the Urban Core.

- 3.7.12 Notwithstanding sub-section 3.7.11, recreation related facilities that complement the appeal of the waterfront and use of the water such as beach areas, wharves, and boat and kayak launches may be constructed between the travelway of the Waterfront Promenade and the water's edge.

### **3.8 Barrier Free Access**

- 3.8.1 The use of the principles of Universal Access shall be incorporated where possible, thereby encouraging the integration of non-vehicular access opportunities throughout the Development.
- 3.8.2 A minimum of three barrier free accesses shall be constructed, at the time of the applicable phase, providing access from the sidewalks of the internal street network to the waterfront promenade walkway system as shown on Schedule E.

### **3.9 Viewplanes**

- 3.9.1 The height of all buildings within the development shall comply with the viewplane policies and regulations, as amended from time to time, as contained in the Regional Municipal Planning Strategy, Dartmouth Municipal Planning Strategy and Downtown Dartmouth Secondary Planning Strategy and Land Use By-law.
- 3.9.2 Notwithstanding sub-section 3.9.1, the height of buildings above sea level within the viewplanes may be increased where the potential for downstream views are negated by existing structures or policy permitted building height, lands may be developed in a manner where the building height does not further impact the existing viewplane penetration. The Developer shall provide the necessary information at the Stage II Development Agreement application that verifies the increase in building heights.

### **3.10 View Corridors**

- 3.10.1 The Development shall be constructed in accordance with the view corridor policies and regulations, as amended from time to time, as contained in the Regional Municipal Planning Strategy, Dartmouth Municipal Planning Strategy and Downtown Dartmouth Secondary Planning Strategy and Land Use By-law.
- 3.10.2 Notwithstanding sub-section 3.10.1, the view corridors for Alderney Drive and Prince Street shall be reduced as shown on Schedule F.



- 3.10.3 Notwithstanding sub-section 3.10.1, two new view corridors shall be created as identified on Schedule F and shall maintain a minimum of 50 feet in unobstructed width.

### 3.11 Stage II Development Agreements

In accordance with Policy W-9A of the Downtown Dartmouth Secondary Planning Strategy and as referenced in this Agreement the following information at a minimum shall be submitted as deemed appropriate by a HRM Planner with any Stage II Development Agreement:

- a) proposed building design plans, exterior appearance including architectural detailing and all construction materials, elevation drawings and signage;
- b) site plans showing building footprints, lot coverage, yard dimensions, and land use buffers with their dimensions and or specifications;
- c) vehicular access/egress points, parking area layout, number of spaces (underground and surface) and driveway widths and radii;
- d) provision and identification of useable amenity areas (indoor and outdoor, private and public) and features, facilities and site furnishings;
- e) municipal services including but not limited to schematic plans for sanitary sewer, storm sewer and water supply, required easements (location, size and purpose), utilities (power, gas, propane, lighting, etc.) and street designs;
- f) site disturbance plan and preliminary grading plan;
- g) Environmental Protection information, preliminary site drainage plan, preliminary erosion and sediment control plans and preliminary stormwater management plans;
- h) location and treatment/screening of loading/unloading service areas, mechanical units, fuel storage tanks, air conditioning units, refuse and recyclable storage facilities and utility supply facilities;
- i) location of bicycle access routes and bicycle parking;
- j) park site development plans (public and private) identifying general spatial arrangements and layouts of the proposed parks and associated park amenities/infrastructure;
- k) landscaping plans;
- l) land use/floor area tracking calculations; and
- m) the impact of winds at the pedestrian level.

## PART 4: AMENDMENTS

- 4.1 The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantial and may be amended by resolution of Harbour East Community Council:

- (a) Approvals of any Stage II Development Agreement;

- (b) Changes in the road network, except major changes to the design of the grade separated access;
- (c) Increase in the mix of land uses;
- (d) Phasing schedule;
- (e) The location of land uses;
- (f) Changes to the waterfront edge necessitated by land ownership limitations or changes, as required to facilitate sound engineering of the marine structures, or as advantageous to incorporate the existing shoreline and additional features that may enhance public use of the waterfront;
- (g) Variation of the exterior appearance of the buildings contained in Schedule I, Attachment A; with the exception of the maximum permitted building height;
- (h) The granting of an extension to the date of commencement of construction as identified in Section 6.3 of this agreement; and
- (i) The length of time for the completion of the development as identified in Section 6.4 of this agreement.

4.2 Amendments to any matters not identified under Section 4.1 shall be deemed substantial and may only be amended in accordance with the approval requirements of the Municipal Government Act.

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

- 5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
  - (b) the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property and be shown on any tax certificate issued under the Assessment Act;

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

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

- 6.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia, and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 6.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 6.3 In the event that the Developer has not entered into a Stage II Development Agreement or construction on the Lands has not commenced within 3 (three) years from the date of registration of the Stage I Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean the pouring of the footings for the foundation of any of the buildings or the acceptance of a street, whichever happens first.
- 6.4 Upon the completion of all development on the Lands, or after 20 (twenty) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:
  - (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement; or
  - (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2008.

SIGNED, SEALED AND DELIVERED

) THE ANCHORAGE AT DARTMOUTH COVE  
) PROPERTY DEVELOPMENT INCORPORATED

in the presence of

)

)

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

)

)

) 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  
of

)

)

) HALIFAX REGIONAL MUNICIPALITY

)

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

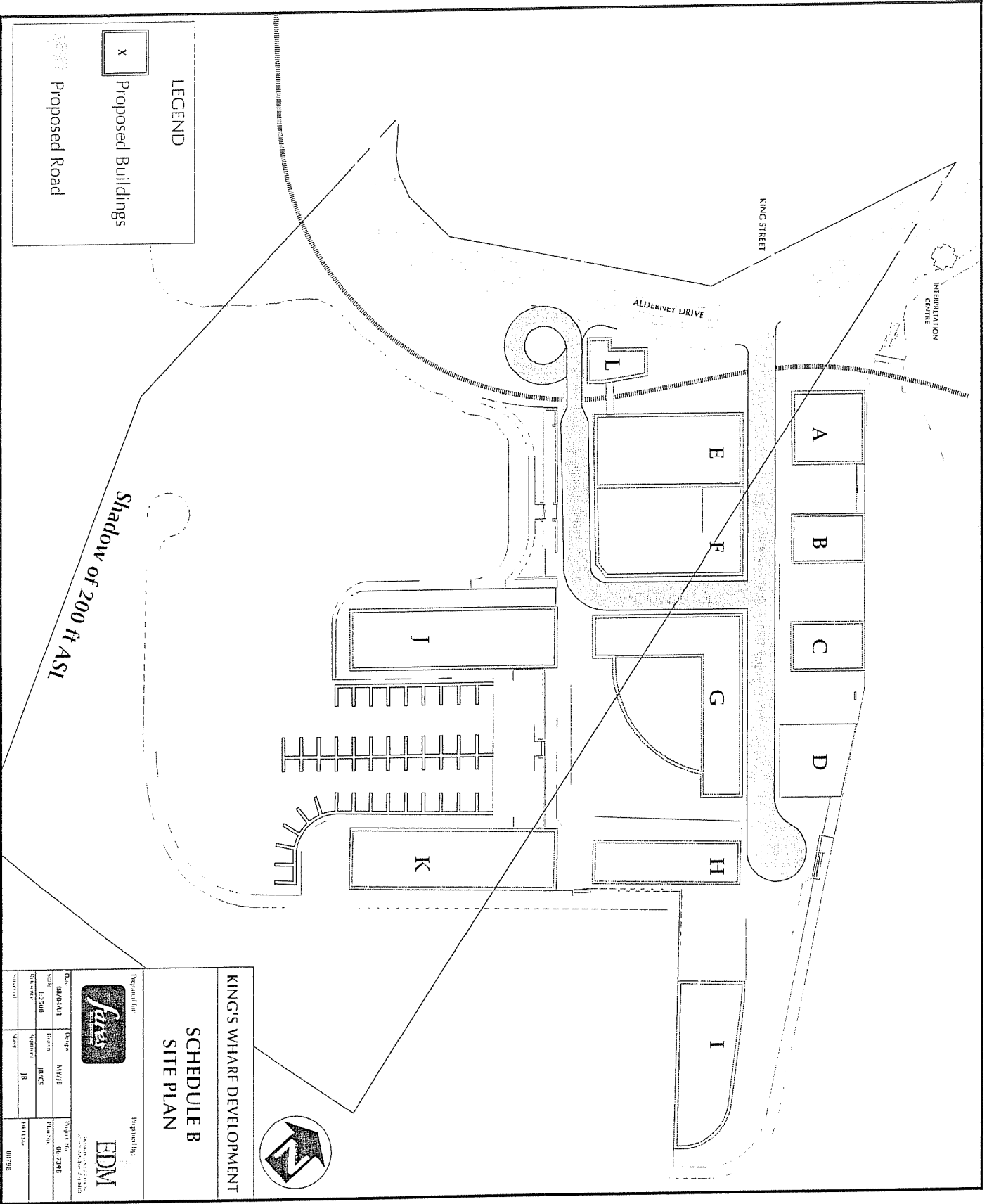
MAYOR

)

)

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

ACTING MUNICIPAL CLERK



**LEGEND**

x Proposed Buildings

Proposed Road

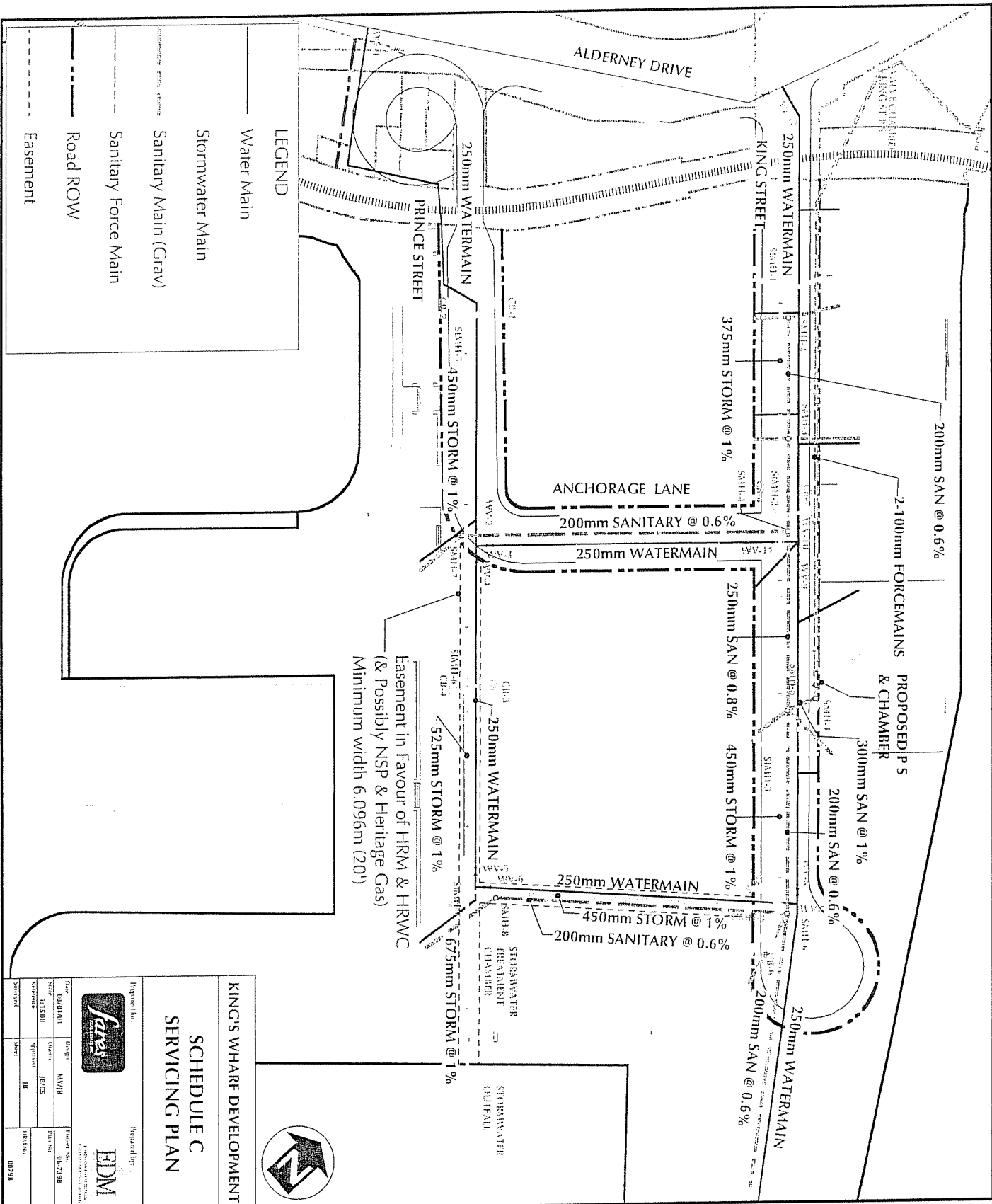
**KING'S WHARF DEVELOPMENT**

**SCHEDULE B**

**SITE PLAN**



Prepared by:		Requested by:	
Date: 08/20/2011		Project No.: 08-2398	
Scale: 1/2"=1'-0"	Revision: 1B	Drawn: JAC/CS	Tracked: JAC/CS
Reviewed: JAC/CS	Approved: JAC/CS	Checked: JAC/CS	Checked: JAC/CS
Interim: JAC/CS	Final: JAC/CS	Printed: JAC/CS	Printed: JAC/CS
Sheet: 1B		Total: 1B	
Project: KING'S WHARF		Drawing: 08/2398	

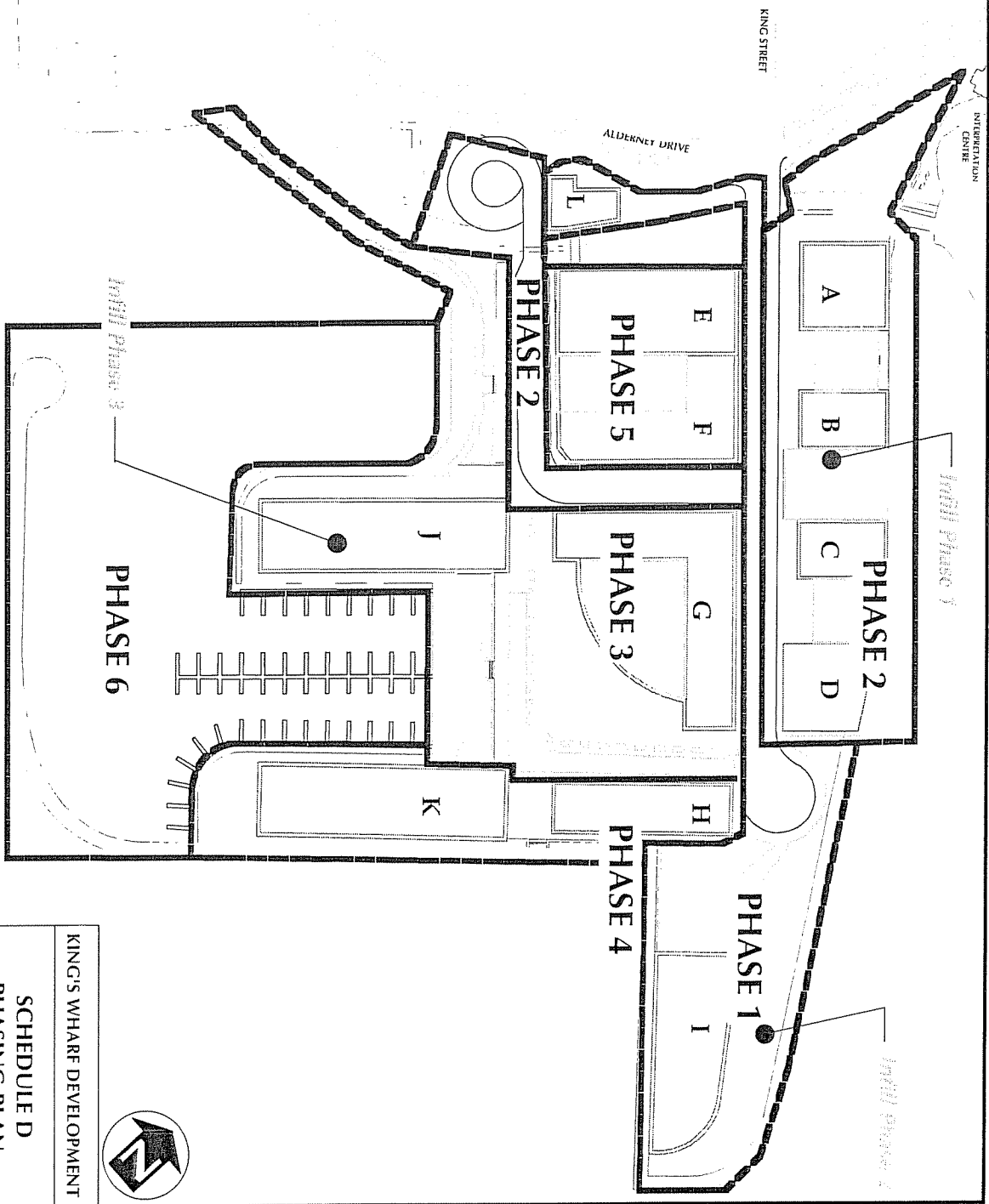


**KING'S WHARF DEVELOPMENT**  
**SCHEDULE C**  
**SERVICING PLAN**



Prepared by:	Designed by:	Project No.:
Checked by:	Drawn by:	00-2798
Reviewed by:	Approved by:	
Scale:	Sheet:	
1:1500	IB/C5	
Drawn:	IB	
Checked:	IB	
Reviewed:	IB	
Scale:	Sheet:	
1:1500	IB	
Drawn:	IB	
Checked:	IB	
Reviewed:	IB	





**KING'S WHARF DEVELOPMENT**

**SCHEDULE D**

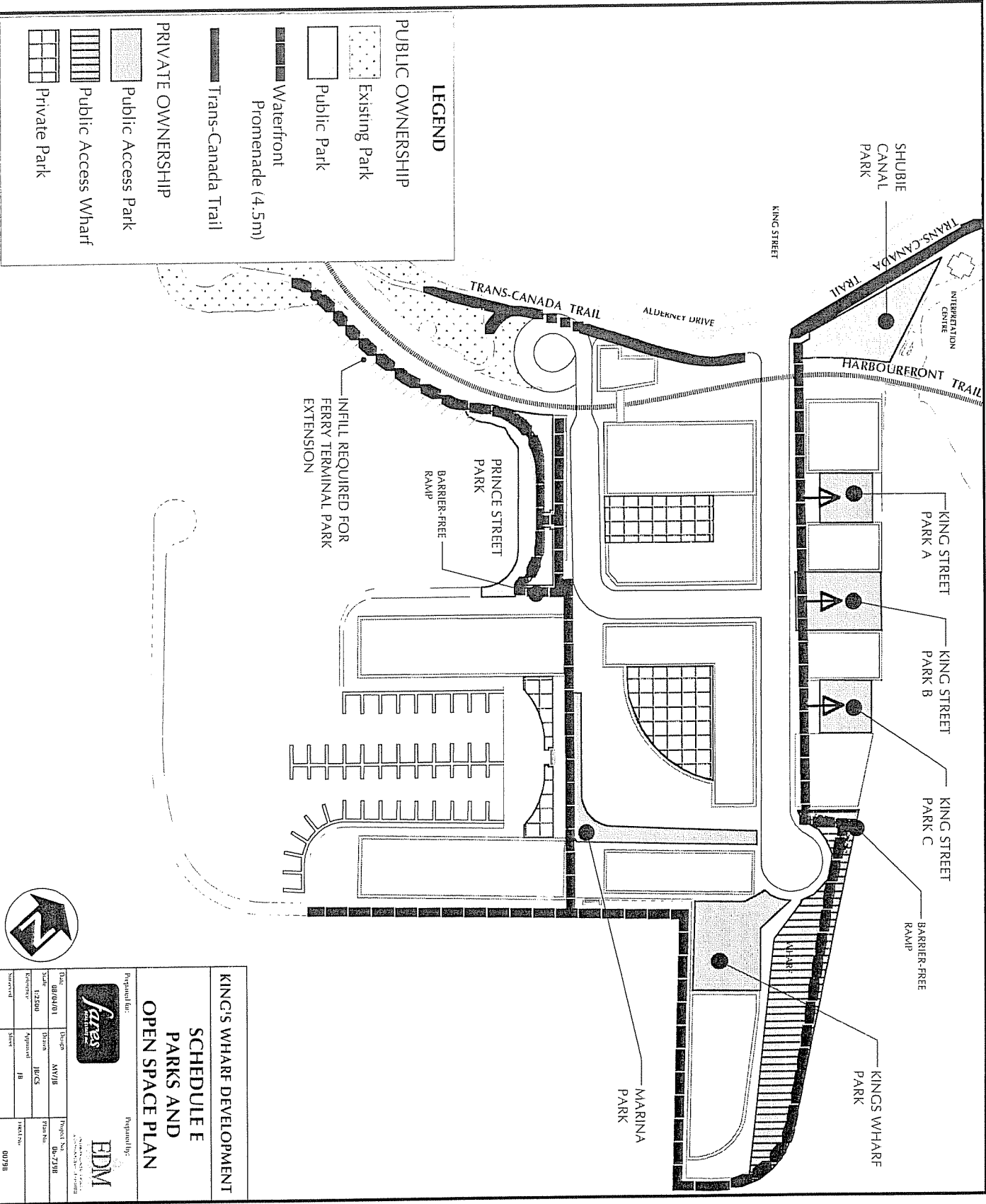
**PHASING PLAN**

Prepared for: **James**

Prepared by: **EDM**

EDM CONSULTANTS LIMITED  
100, WATERLOO STREET, TORONTO, ONTARIO M5E 1B5

Date	08/04/01	Version	AV1/B	Project No.	06-2106
Scale	1:2500	Phase	1B/C/S	Team Size	
Author		Engineer	JB		
Checked		Site		Drawn	00/798



**LEGEND**

	PUBLIC OWNERSHIP
	Existing Park
	Public Park
	Waterfront Promenade (4.5m)
	Trans-Canada Trail
<b>PRIVATE OWNERSHIP</b>	
	Public Access Park
	Public Access Wharf
	Private Park

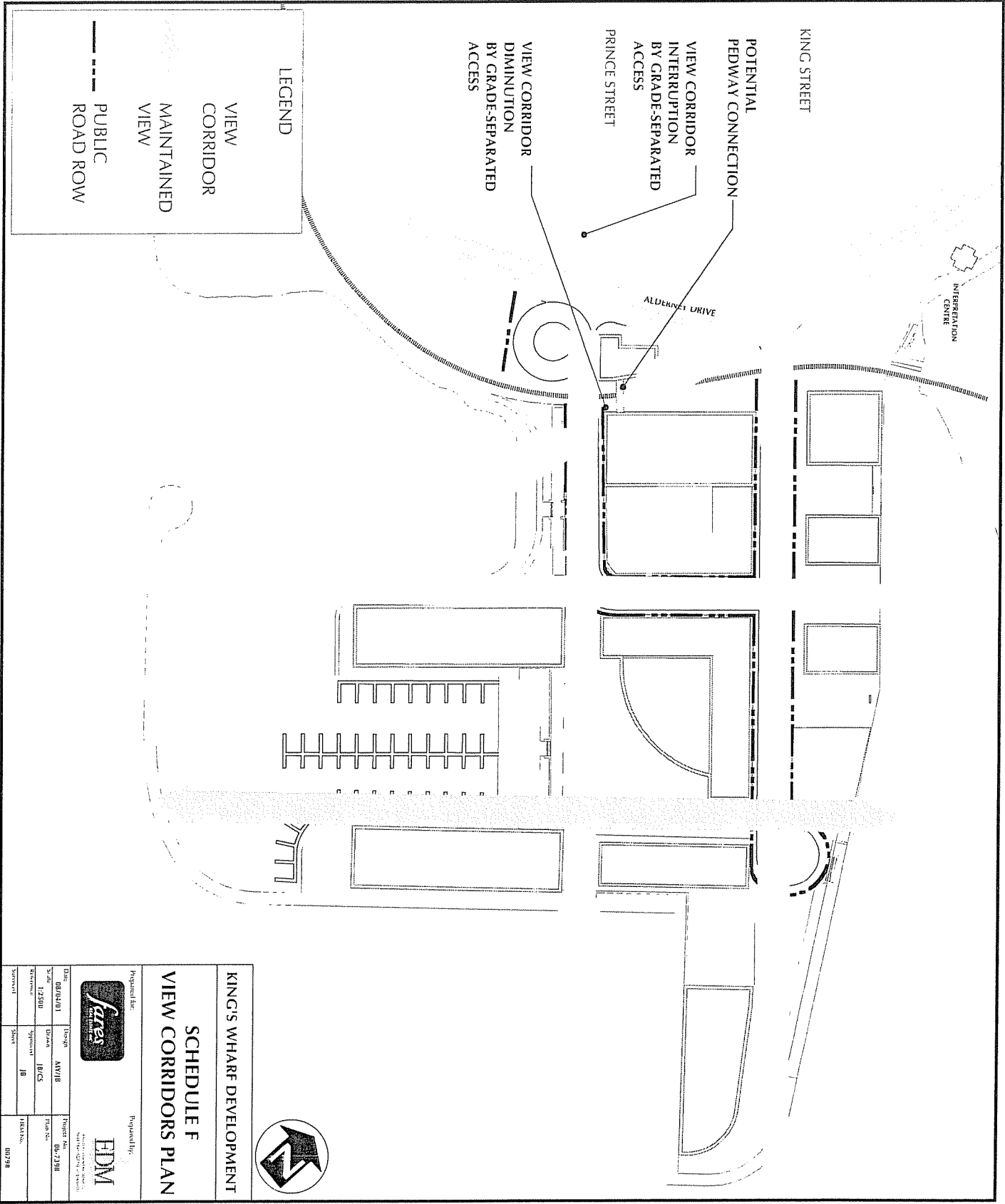
**KING'S WHARF DEVELOPMENT  
SCHEDULE E  
PARKS AND  
OPEN SPACE PLAN**

Prepared for: **EDM**  
 Prepared by:

Date:	08/04/01	Drawn:	AVJ/B	Project No.:	08-739B
Scale:	1:2500	Title:	JR/GS	Sheet No.:	0879B
Revised:		Approved:	JB		
Submitted:		Sheet:			



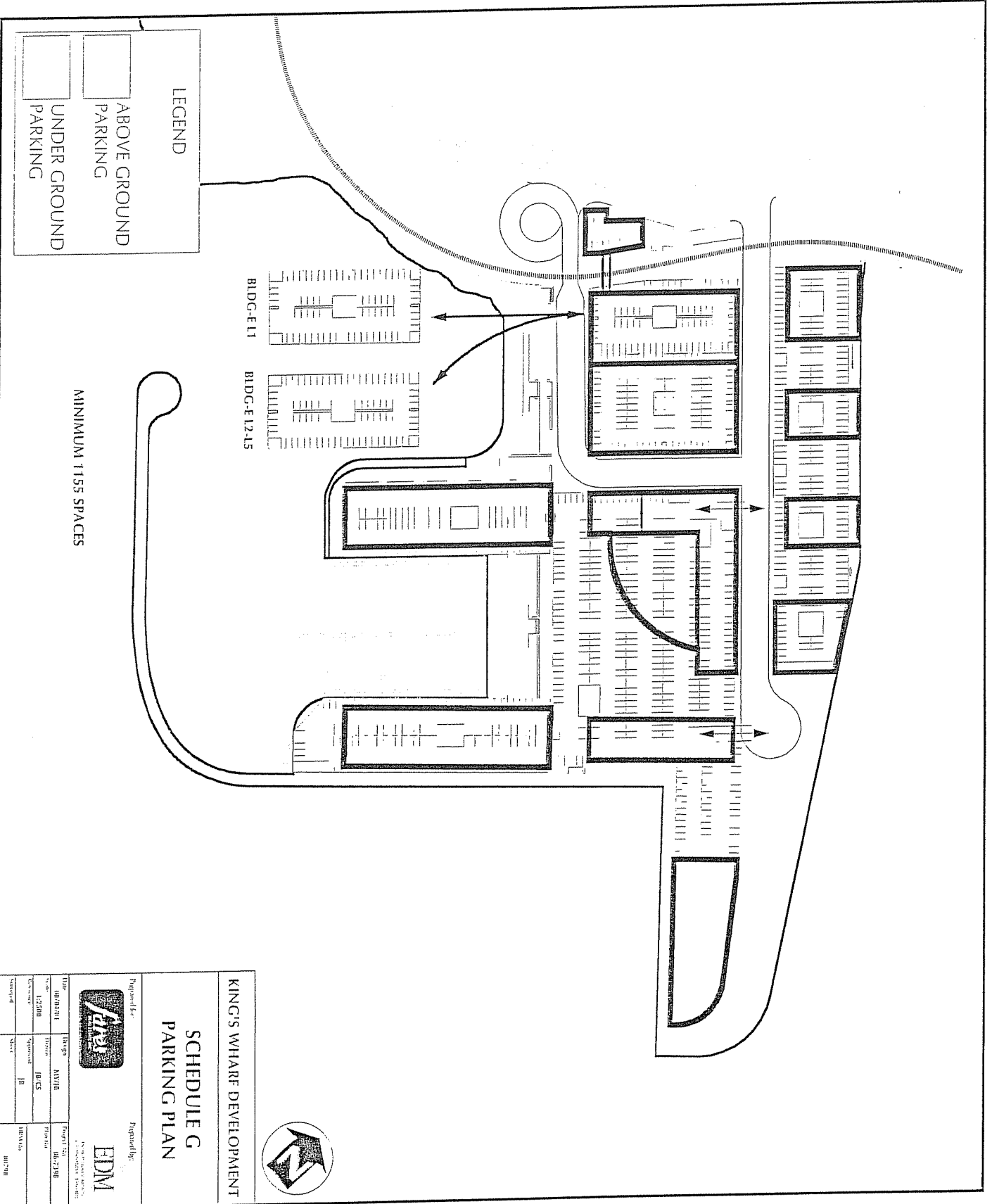




**KING'S WHARF DEVELOPMENT**  
**SCHEDULE F**  
**VIEW CORRIDORS PLAN**



Prepared by:		Prepared by:	
Date:	Issue:	Project No.:	
08/04/01	AV/IB	04-739B	
Scale:	Drawn:	Title No.:	
1:2500	JR/CS		
Reference:	Approved:	IB	
Approved:	Sheet:	18/24	
		002798	



**LEGEND**

ABOVE GROUND PARKING

UNDER GROUND PARKING

MINIMUM 1155 SPACES

BLDG-E L1

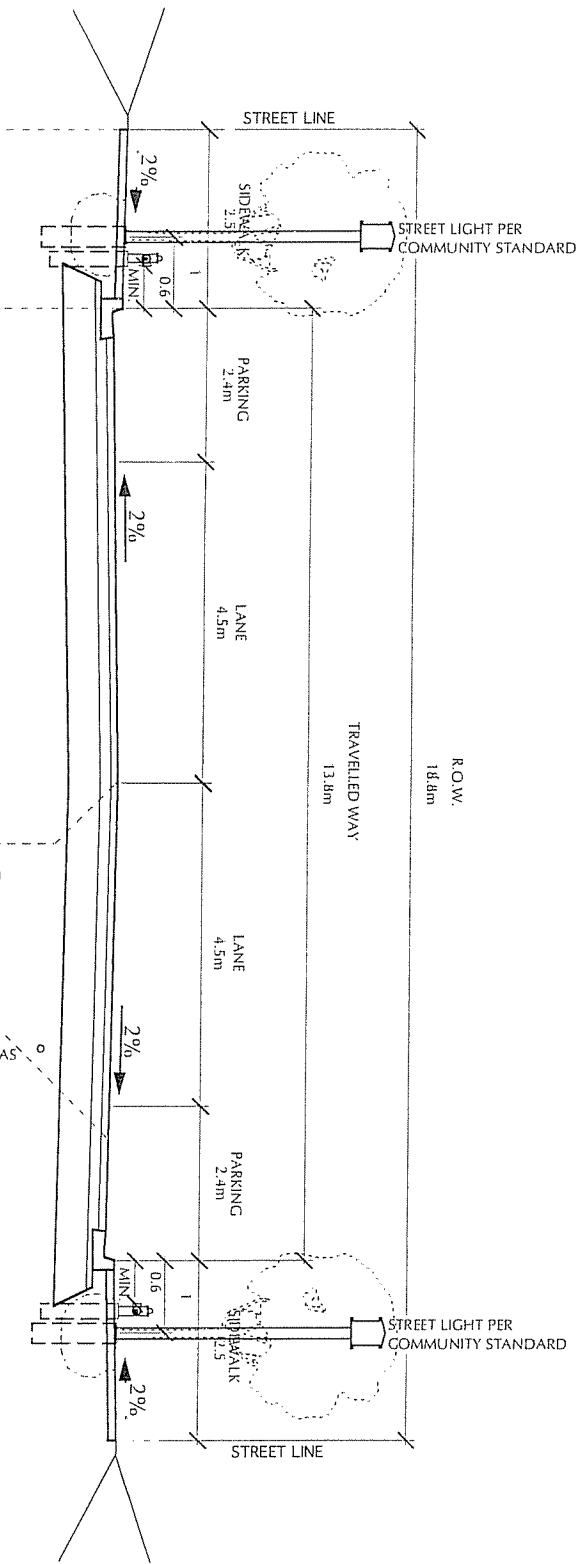
BLDG-E L2-L5

**KING'S WHARF DEVELOPMENT**

**SCHEDULE G  
PARKING PLAN**



Prepared for:		Prepared by:	
Title	Image	Project No.	Project No.
DR/AR/1	AV/IB	08-739B	08-739B
Date	Issue	Revision	Revision
12/2010	01/15	1R	01/15
Drawn by	Checked	Scale	Scale
HR/VA	JR	ASST	ASST



**MODIFIED URBAN MINOR COLLECTOR**

- NOTES:**
1. BURIED SERVICE LINES ARE SHOWN FOR INFORMATION/CLEARANCE PURPOSES ONLY. SPECIFIC LINES AS SHOWN NOT NECESSARILY PRESENT AT ALL LOCATIONS.

**KING'S WHARF DEVELOPMENT**  
**SCHEDULE H**  
**STREET CROSS SECTION**

Prepared by:  Prepared by: 

EDM  
 ENGINEERING DESIGN MANAGEMENT  
 1000 WEST 10TH AVENUE, SUITE 200  
 DENVER, CO 80202

Date:	08/04/11	Project No.:	08-239B
Scale:	1:100	Drawn:	BJCS
Reviewed:	JH	Approved:	JH
Submitted:		Checked:	08/29/11

Schedule I  
Attachment "A"

Building "A" – A building built with predominantly contemporary materials (glass with steel and/or concrete) setback a minimum of 10 feet from King Street and incorporating an open space area abutting the southeast side of the building. Maximum building height of 150 ft. above sea level.

Building "B" – A building built with predominantly contemporary materials (glass with steel and/or concrete) setback a minimum of 20 feet from King Street, including a streetfront pedestrian realm, and incorporating King Street Park. King Street Park shall provide a view from King Street through to water to the east and shall incorporate appropriate equipment. Maximum building height of 150 ft. above sea level.

Building "C" – A building built with contemporary materials (glass with steel and/or concrete) setback a minimum of 20 feet from King Street, including a streetfront pedestrian realm, and incorporating an open space area abutting the southeast side of the building. Maximum building height of 150 ft. above sea level.

Building "D" – A building built with contemporary materials (glass with steel and/or concrete) with no setback from King Street. The building shall abut the street right-of-way and should incorporate a clock tower or other architectural feature to be visible down King Street. Maximum building height 150 ft. above sea level.

Building "E" – A predominantly masonry building incorporating some glass components, extending from King Street to Prince Street with primary entrance on Prince Street. The building shall incorporate a parking structure accessible from King Street. Maximum building height 150 ft. above sea level. The building facade shall enable an interactive pedestrian environment and streetscape on King Street with an emphasis on opportunities for physical and visual pedestrian access to the building.

Building "F" – A predominantly masonry building extending from King Street to Prince Street with primary entrance on Prince Street and incorporating a private rooftop open space. The building shall be built in conjunction with Prince Street

Park, which shall be located on the immediate opposite side of the Prince Street extension and shall provide direct access to the water via a central staircase and wheelchair-accessible ramp. Maximum building height 150 ft. above sea level. The building facade shall enable an interactive pedestrian environment and streetscape on King Street with an emphasis on opportunities for physical and visual pedestrian access to the building.

Building “G” – A stepped building with ground floor commercial built predominantly with masonry but incorporating contemporary materials, and incorporating a private rooftop open space. Maximum building height 150 ft. above sea level.

Building “H” – Medium rise masonry building with a publicly accessible pedestrian plaza allowing for the Prince Street view corridor. Maximum building height 130 ft. above sea level.

Building “I” – A high profile building on a podium and comprised of a glass and steel exterior incorporating Kings Wharf Park, a green area to the north of the podium through which the public will be able to view the water to the east and west, and a pedestrian plaza to the north and east to be developed as part of Kings Wharf. Maximum building height 360 ft. above sea level.

Building “J” – Medium-rise apartment building lined by townhouse units built with contemporary materials incorporating physically accessible open space areas stepping down to the Waterfront Promenade. Maximum building height 130 ft. above sea level.

Building “K” – Medium-rise apartment building lined by townhouse units built with contemporary materials. Maximum building height 130 ft. above sea level.

Building “L” – Medium-rise commercial/office structure positioned as a gateway structure at the entry to King’s Wharf. Maximum building height 75 ft. above sea level.

### Council Report Sign-Off Sheet

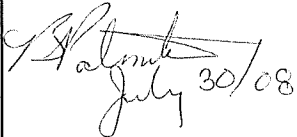
**Subject:** Case # 00798 Dartmouth Marine Slips Development Agreement - Supplementary Report

Meeting Date: August 7, 2008

Regular Council     In Camera     Information Report  
 Community Council     Board/Committee

Prepared by: David Lane, Community Development

Date: July 23, 2008

√	Stakeholder - Internal	Reviewed By	Date/Time	Time Spent on Report	Initial/Signature
	Not Required (unique to originating BU)				
	BPIM				
	CD				
	Finance - FinTrack - Accounts - Financial Consultants - Procurement - Manager	 July 30/08			
	Fire				
	HR				
	IAM				
	Legal - By-Laws - Admin Orders - Other				
	Police				
	TPW				
	Library				
	Halifax Water				
	Councillor(s)				
	Regional Youth Advisory Committee (RYAC)				
	<b>Stakeholder - External</b>				

Revised: March 2008

**From:** Barb Palmeter  
**To:** FinTrack (Finance Report Tracking)  
**Date:** Tue, July 29, 2008 2:53:28 pm  
**Subject:** Re: Fwd: August 7th HECC - Case 00798 - Dartmouth Marine Slips supp report

Hi,

The above noted report is confirmed NBI.

Barb

Barbara Palmeter, BBA  
Financial Consultant  
Budget & Financial Analysis  
Halifax Regional Municipality  
Duke Tower 3rd Floor

Phone: 490-7221  
palmetba@halifax.ca

>>> FinTrack (Finance Report Tracking) 7/29/2008 9:40 am >>>  
GOod morning, please review the attached NBI report.

Thank you,

Sue

FinTrack - Finance Report Tracking Team  
Duke Tower, 3rd floor  
phone: 490-8928  
fax: 490-6238

>>> Gail Harnish 07/29/08 9:33 am >>>  
The attached report is for your review.