

Peninsula Community Council
July 10, 2006

TO: Peninsula Community Council

SUBMITTED BY: Heather Ternoway
Heather Ternoway, Chair
District 12 Planning Advisory Committee

DATE: June 27, 2006

SUBJECT: Case 00900 - Discharge of Development Agreement, Jonathan McCully House, 2507 Brunswick Street, Halifax

ORIGIN

District 12 Planning Advisory Committee meeting - June 26, 2006

RECOMMENDATION

The District 12 Planning Advisory Committee recommend that Peninsula Community Council approve the Discharging Agreement attached as Attachment A of the staff report dated July 5, 2006, to discharge the existing development agreement of November 3, 1989, between Salter Street Films Limited and the City Halifax.

ATTACHMENT:

Staff report dated July 5, 2006

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

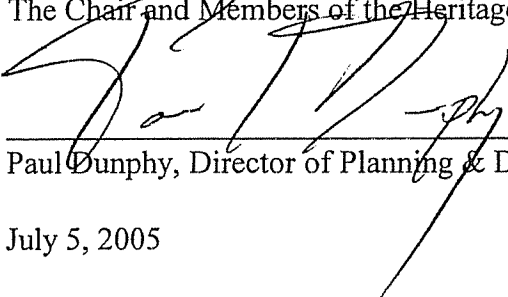
Report prepared by: Gail Harnish, Admin/PAC Coordinator, 490-4937
Report reviewed by: Heather Ternoway, Chair, District 12 PAC



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

District 12 Planning Advisory Committee - June 26, 2006
Heritage Advisory Committee - June 28, 2006

TO: The Chair and Members of the District 12 Planning Advisory Committee
The Chair and Members of the Heritage Advisory Committee

SUBMITTED BY: 
Paul Dunphy, Director of Planning & Development Services

DATE: July 5, 2005

SUBJECT: **Case 00900 - Discharge of Development Agreement, Jonathan McCully House, 2507 Brunswick Street, Halifax**

ORIGIN:

Application by Jason Ross to discharge the Development Agreement for the Jonathan McCully House at 2507 Brunswick Street.

RECOMMENDATION:

It is recommended that the Heritage Advisory Committee:

Consider the appended proposed discharging agreement (see Attachment A) in relation to the Jonathan McCully House at 2507 Brunswick Street pursuant to the Heritage Property Act, and provide a recommendation to Peninsula Community Council to approve the proposed discharging agreement.

It is recommended that the District 12 Planning Advisory Committee recommend that Peninsula Community Council:

Approve the discharge of the existing development agreement of November 3, 1989, between Salter Street Films Limited and the City of Halifax. A proposed discharging agreement is appended as Attachment A.

BACKGROUND:

Site Description and Location: The subject property is a Registered Heritage building located at 2507 Brunswick Street in Halifax (see Map 1).

Designation and Zoning: The property is designated Medium Density Residential and is zoned R-2 (General Residential) within Area 7 of the Peninsula North Planning Area of the Halifax Municipal Planning Strategy (MPS). The existing Development Agreement, signed November 3, 1989 (previously approved October 18, 1989) permits offices and a post production sound studio under the 6.8 Heritage policy of Part II, Section 6 of the Halifax MPS (see Attachment B).

DISCUSSION:

The Development Agreement limits the use of the building to offices and a post production sound studio. The clause limiting the use was included as standard wording that was simply intended to acknowledge the proposed use of the building at the time. However, the agreement did not allow for any other uses including the uses allowed within the R-2 base zone. The current owner of the property wishes to use the property for a private residence which is permitted under the R-2 zone.

The Development Agreement also included requirements for restoration and rehabilitation of the Jonathan McCully House (refer to Attachment C). All of the work required in the Development Agreement has been completed by the previous owner. The current owner is undertaking cosmetic interior renovations and slightly more substantial renovations/restorations, such as a rear deck and fencing, which are currently under review.

The owners have requested that the Development Agreement be discharged in order to allow typical R2 requirements to bear on the property and allow the reversion to a residential use.

Staff's position is that the Development Agreement is no longer required. Under these circumstances, staff support the proposed discharge.

Public Information Meeting: No public information meeting was held.

BUDGET IMPLICATIONS

Not applicable.

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

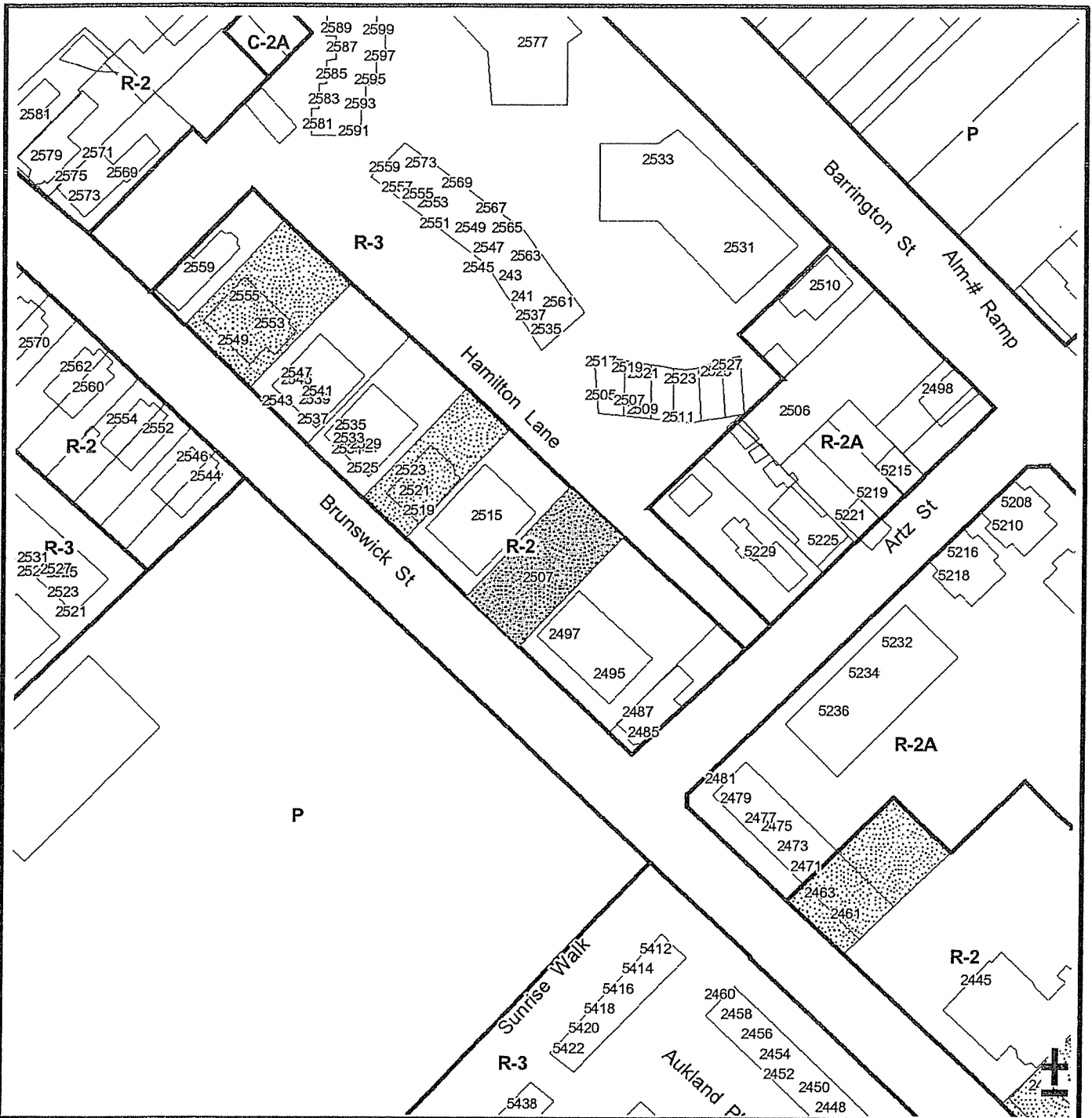
1. Council could discharge the Development Agreement and allow the reversion to the R-2 base zoning. This is the recommended alternative.
2. Council could refuse to discharge the Development Agreement and the existing use would be retained as the only permitted use. This is not recommended.

ATTACHMENTS

Map 1 - Location and Zoning
Attachment A - Proposed Discharging Agreement
Attachment B - Extract from the Halifax MPS
Attachment C - Existing Development Agreement

Additional copies of this report and information on its status can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.



Report prepared by: Randa Wheaton, Senior Planner, Planning and Development Services, 490-4499



Map 1: Location and Zoning

2507 Brunswick Street
Halifax

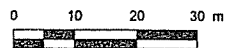
Halifax Peninsula By-Law Area

-  Subject property
-  Municipally registered heritage property

Zone

- R-2 General Residential
- R-2A General Residential Conversion
- R-3 Multiple Dwelling
- C-2A Minor Commercial
- P Park and Institutional

HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES



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

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

THIS DISCHARGING AGREEMENT made this day of , 2006,

BETWEEN:

JASON DOLBEAR ROSS,
of the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the "Owner")

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS Salter Street Films Limited entered into a development agreement with the City of Halifax, November 3, 1989, to allow for offices and a post production sound studio which was recorded at the Registry of Deeds in Halifax in Book No. 4854, Page 562 (hereinafter called "the Agreement");

AND WHEREAS Salter Street Films Limited transferred its interest in the lands to Jason Dolbear Ross;

AND WHEREAS Jason Dolbear Ross is now the registered owner of certain lands located at 2507 Brunswick Street in Halifax, PID number 40261315 and which said lands are more particularly described in Schedule A attached hereto (hereinafter called the "Lands");

AND WHEREAS the Owner has requested that the Agreement be discharged;

AND WHEREAS in accordance with the requirements of the Municipal Government Act, the Peninsula Community Council approved the discharge of the existing agreement at a meeting held on , 2006, referenced as Municipal Case Number 00900;

AND WHEREAS the Lands have been registered as a municipal heritage property pursuant to the provisions of the Municipality's Heritage Property By-law;

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

1. The Agreement is hereby discharged and shall no longer have any force or effect.
2. Any future development of the Lands shall conform with all applicable provisions and requirements of the Land Use By-law for Peninsula Halifax, as amended from time to time, and any future subdivision of the Lands shall conform with all applicable provisions and requirements of the Subdivision By-law for Halifax, as amended from time to time.

WITNESS that it is agreed that the Property is hereby discharged from the Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D. 2006.

Signed, sealed and delivered
in the presence of:)

JASON DOLBEAR ROSS

per: _____)

per: _____)

Sealed, Delivered and Attested
by the proper signing officers of
Halifax Regional Municipality
duly authorized on that behalf
in the presence of)

HALIFAX REGIONAL MUNICIPALITY

per: _____)

MAYOR

_____)

per: _____)

MUNICIPAL CLERK

Extract from the Halifax MPS

SECTION II CITY-WIDE OBJECTIVES AND POLICIES

6. HERITAGE RESOURCES

- 6.8 In any building, part of a building, or on any lot on which a registered heritage building is situated, the owner may apply to the City for a development agreement for any development or change in use not otherwise permitted by the land use designation and zone subject to the following considerations:
- (i) that any registered heritage building covered by the agreement shall not be altered in any way to diminish its heritage value;
 - (ii) that any development must maintain the integrity of any registered heritage property, streetscape or conservation area of which it is part;
 - (iii) that any adjacent uses, particularly residential use are not unduly disrupted as a result of traffic generation, noise, hours of operation, parking requirements and such other land use impacts as may be required as part of a development;
 - (iv) that any development substantially complies with the policies of this plan and in particular the objectives and policies as they relate to heritage resources.

✓ 67846 ✓

562

THIS AGREEMENT made this 3rd day of Nov. , 1989

BETWEEN:

SALTER STREET FILMS LTD.,
a body corporate, in the County of
Halifax, Province of Nova Scotia,
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

CITY OF HALIFAX,
a municipal body corporate,
(hereinafter called the "City")

OF THE SECOND PART

WHEREAS the building at 2507 Brunswick Street is registered in the Halifax Registry of Heritage Property;

AND WHEREAS the Developer wishes to obtain permission to use 2507 Brunswick Street as offices and a post production sound studio, pursuant to Section 16AE(a) of the Peninsula part of the Land Use Bylaw;

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

AND WHEREAS the Council of the City, at its meeting on the 18th day of October, 1989, approved the said development agreement to permit use of 2507 Brunswick Street as offices and post production sound studio, subject to the registered owner of the lands described herein entering into this agreement;

AND WHEREAS the Council of the City, at its meeting on the 29 day of Nov. , 1989, agreed to sell its lands subject to an agreement of purchase and sale as executed by the parties hereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the City of the contract development requested by the Developer, the Developer agrees as follows:

1. The Developer will become the registered owner of the lands known as 2507 Brunswick Street, in the City of Halifax, described in Schedule "A" hereto (hereinafter called the "lands").

MOVED
TO FORM
[Signature]
City Solicitor

2. The Developer shall restore and rehabilitate the building in a manner, which in the opinion of the Development Officer, is substantially in conformance with Plans No. P200/17481-83, 17486, 17500, and 17501 filed in the City of Halifax Development and Planning Department as Case No. 5929, and shall not develop or use the lands for any other purpose other than offices and post production sound studio.

3. For greater certainty and in addition to Article 2, the following conditions shall apply:

- (a) Restore the exterior stucco, with respect to tint and depth. The composition of the stucco material may be altered to reflect modern standards, however, the thickness of the stucco coat should not be increased.
- (b) Restore the incised lines in the stucco coats on the north and south facades to imitate 12" x 48" blocks.
- (c) Restore the exterior woodwork on all four facades.
- (d) Restore the roof dormers; including a ^{6/6} ~~4/4~~ double-hung window pattern, maintaining the 5-sided wall, and hipped-gable roof construction, and roofing the dormers as per (f) below.
- (e) Rehabilitate the windows in all exterior facades, respecting a circa 1867 pattern of divided lights (6/6) and a circa 1867 double-hung window design. Single pane or sealed-lights (flat or curved) and true muntin bars must be utilized on the exterior. In the case of the curved solarium glazing, the B. Parker proposal of Acrylite FF glazing is an acceptable alternative to glass lights.
- (f) Rehabilitate the roofing materials to match the appearance of slate tiles in colour, depth and pattern.
- (g) Rehabilitate the main entry, including the circa 1867 main entry door, the door surround, the entry steps and entry portico.
- (h) Reconstruct a central pediment at the roof - west facade cornice line to replicate that shown on the archival photographs of McCully House (circa 1930).

- (i) Reconstruct the chimney stacks; respecting the original design of the stacks, including the restoration of the stucco coat (as per (a) above) and the replacement of the chimney pots to match the circa 1867 extent pots.
- (j) Reconstruct an exterior metal (iron) fence to demarcate the boundary between the west property line and the City sidewalk, and, reconstruct the west facade main floor metal (iron) window grills to match, if possible, the same features shown on the archival photographs of McCully House (circa 1930).

For the purposes of Clause 3, the following definitions shall apply:

Restoration involves the careful repair of historical or architectural features to match the appearance at a particular historical date, based on documentary records or building investigation.

Rehabilitation involves the repair of historical or architectural features to attain an 'appropriate' appearance, based on period research and/or detailed drawings acceptable to the City of Halifax.

Reconstruction involves the building of a historical or architectural feature which has been lost (in whole or in part) through deterioration or demolition. The reconstruction is to be based upon documentary evidence, such as a building inventory, as-found drawings, or photographic records.

4. The "development" shall be completed (completion is defined as fulfilling the terms of the entire agreement) within two years from the date of final approval by Halifax City Council or any other bodies as necessary, whichever approval is later, including any applicable appeal periods. If the "development" has not been completed by the applicable time, this agreement will terminate unless specifically extended, upon request of the applicant, by resolution of City Council and all rights and obligations arising hereunder shall be at an end.

5. Notwithstanding any other provision of this agreement, the Developer shall not undertake or carry out any development on the lands which does not comply with all City of Halifax laws, including, without restricting the generality of the foregoing, the Building Code Ordinance and the Fire Prevention Ordinance and no permit shall be issued for any such development.

6. The City shall issue the necessary permits for the development upon the expiration of the twenty-one (21) day appeal period under Section 71 of the Planning Act, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken; provided, however, that the City shall not issue any occupancy permit for the development unless and until the development specified in the plans referred to in No. 2 hereof has been completed substantially in accordance with the said plans and the requirements of this have been met.

Time shall be of the essence of this agreement.

This agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED) SALTER STREET FILMS LTD.
in the presence of)
) Per [Signature]
) Per _____
) CITY OF HALIFAX
) Per [Signature]
) Mayor
) Per [Signature]
) City Clerk

Jackie Layle

Province of Nova Scotia
County of Halifax

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Halifax in the County of Halifax, N. S. at 3:34 o'clock P. M., on the 8 day of Dec A.D., 1989 in Book No. 4854 at Pages 562-567 as Document Number 67846

Robert A. Heikley
Registrar of Deeds for the Registration District of Halifax County