

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

# Item No. 13.1 Halifax and West Community Council June 17, 2014

SUBJECT:	Case 18834: Stage II Development Agreement for Rockingham South, Halifax Mainland	
DATE:	June 6, 2014	
SUBMITTED BY:	Brad Anguish, Director, Community and Recreation Services	
	Original Signed	
TO:	Chair and Members of the Halifax and West Community Council	

# <u>ORIGIN</u>

Application by W.M. Fares Group.

# **LEGISLATIVE AUTHORITY**

HRM Charter; Part VIII, Planning & Development

# **RECOMMENDATION**

It is recommended that Halifax and West Community Council:

- 1. Approve, by resolution, the Stage II Amending Agreement as shown in Attachment "A" of this report to allow for the development of Phase I of Rockingham South, Halifax; and
- 2. Require that the Development Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

# BACKGROUND

An application has been submitted by W.M. Fares Group, on behalf of the property owner Rockingham South Ltd., to enter into a Stage II amending agreement for Phase 1 of Rockingham South, Halifax. The subject site is located off Dunbrack Street on a portion of the lands known as "the former Radio Transmitter Lands" (Maps 1 and 2). The site is regulated by a Stage I development agreement which establishes the general layout, concept, and phasing for the development. The proposed Stage II amending agreement for Phase 1 deals with the specific site design for a mix of residential uses which will consist of 296 dwelling units comprised of single unit dwellings, townhouse unit dwellings, and multiple unit residential dwellings. A Stage II amending agreement for Phase 1 requires a resolution of Halifax and West Community Council before construction can occur on the site.

#### Location and Surrounding Area

The subject site is located off Dunbrack Street in the community of Rockingham and is generally described as follows:

- Approximately 37.6 acres in area and consists of a single property (see Maps 1 and 2);
- Vacant with most of the vegetation removed; and
- Accessed to be achieved from Knightsridge Drive, Wentworth Drive and Tremont Drive (see Map 1).

There are a variety of land uses in the surrounding community. Lower density residential uses directly border the subject site along Clemsford Place and Torrington Drive. Higher density residential development (3 to 4 storey multiple unit residential buildings) is located along Knightsridge Drive and on the opposite side of Dunbrack Street (Maps 1 and 2).

There are 4 commercial areas located near the subject site including at the intersection of Kearney Lake Road and Parkland Drive, Dunbrack Street and Lacewood Drive, Langbrae Drive and Dunbrack Street, and Farnham Gate Road and Dunbrack Street. At the intersection of Farnham Gate Road and Dunbrack Street, which is directly across from the proposed development, commercial uses include a gas station, personal service shops and restaurants.

The subject site abuts Tremont Plateau Park and is in close proximity to Rockingham School and the Knightsridge Drive Fire Station. Regional amenities such as the Canada Games Centre and Keshen Goodman Library are also located near the subject site.

#### **Designation and Zoning**

The subject site is:

- designated Residential Environments in the Municipal Planning Strategy (MPS) for Halifax (see Map 1) and
- zoned Schedule K by the Land Use By-law (LUB) Halifax Mainland (Map 2).

The MPS and LUB require development in Schedule K areas to proceed in two stages through the development agreement process. The first stage, which is regulated through the use of a Stage I development agreement, provides a comprehensive concept for the development and includes detail related to such elements as; street layouts, types of land use, site design, maximum building height, and general building design. The second stage, which is regulated through the use of a Stage II development agreement, and guided by the Stage I development agreement, provides for a more detailed plan for each site or phase which is tailored to address each aspect of the development. A Stage II development agreement addresses the detailed site and building design.

#### **Stage I Development Agreement**

On March 18, 2013, Halifax and West Community Council approved a Stage I development agreement for the development of the lands known as "Rockingham South". The Stage I Development Agreement permits a mix of residential and commercial development which will be developed over 4 phases.

The Stage I development agreement permits a residential density of 2,245 persons for all phases of the development. The permitted residential density for Phase1 is 732 persons, however, an additional 50 persons can be transferred between phases provided that the overall residential density does not exceed 2,245 persons for all phases. The applicant has elected to exercise this option and is proposing a Phase 1 residential density of 782 persons.

#### Proposal

The applicant is requesting that Council approve a Stage II development agreement (see Attachment A) to enable the commencement of development for Phase I of Rockingham South. The proposed development includes a mixture of residential uses including single unit dwellings, townhouse dwellings, two multiple unit residential buildings, and parkland to improve the existing Tremont Plateau Park. Features of the proposed development include the following:

- 46 single unit dwellings;
- 97 townhouse dwellings;
- 2 multiple residential unit buildings containing 76 units each;
- establishment of local street connectivity at the Farnham Gate and Dunbrack intersection, as well as connections at Knightsridge Drive and Wentworth Drive including a round-a-bout; and
- improved access and parking options to the existing Tremont Plateau Park.

# Tremont Plateau Park

Tremont Plateau Park is an HRM District Park and is intended to serve approximately 10,000 people. The park is 20.37 acres in area and provides a variety of sports amenities including a soccer field, a baseball field and a basketball court. Access to the park is currently from Knightsridge Drive and Tremont Drive. Neither access provides sufficient frontage or parking areas to properly serve the park. The proposed development provides the opportunity to upgrade service to the park by providing an improved access and an opportunity to provide sufficient vehicular parking.

#### Watershed Advisory Board

When the Stage I Development Agreement was under consideration, applications on lands that included wetlands or watercourses were presented to the applicable watershed advisory board for

their review and recommendation. In this case, the application would have been sent to the Halifax Watershed Advisory Board. However, on November 27, 2012, Regional Council approved a motion that consolidated the individual watershed advisory boards to create the Regional Watersheds Advisory Board (RWAB). Planning applications are only to be presented to the RWAB if required by the Municipal Planning Strategy for the plan area. Although the Stage I development agreement does contemplate further review of the Stage II applications by the Watershed Advisory Board, the Halifax MPS does not require such reviews and therefore the application was not presented to RWAB.

#### **DISCUSSION**

Staff have reviewed the Stage II development proposal and advise that it is consistent with the Stage I development agreement and the relevant MPS policies. Attachment B contains the proposed amending agreement for the subject site and the conditions under which the development may occur. The proposed amending agreement addresses the following matters:

- new parkland and residential uses (a mix of multi-unit, townhouse, and single unit dwellings to a maximum density of 782 people as per the Stage I Agreement);
- buffering around wetlands and watercourses;
- underground and surface parking (bicycle and vehicular), circulation and site access;
- detailed landscaping requirements of multi-unit dwellings;
- design and location of community signs; and
- all amendments to the Agreement are considered non-substantive amendments and are to be approved by resolution of Council.

In staff's opinion, the attached development agreement will permit a residential development that is compatible and appropriate with the neighbouring subdivisions and parkland. Of the matters addressed by the proposed amending agreement, the following have been identified for more detailed discussion.

#### Parkland

The Stage I development agreement requires a 2.34 acre parcel of parkland to be added to the existing Tremont Plateau Park. The intent of this parcel is to provide improved access to the park and an opportunity for additional on-site and on-street parking. The parkland parcel is required to provide at least 116 metres of street frontage that can accommodate two commercial-type driveway accesses.

The proposed Stage II development agreement includes provisions to direct the detailed design of the parkland which includes a parking area and trail connectivity to the existing park. The developer will also be responsible for the full implementation of the park design.

It is important to note that once the parkland parcel is conveyed to HRM, the requirements of the development agreement will have no further effect on the parkland. This will allow for

flexibility and adaptability in the future designs of the park in order to meet the needs of the community over time.

#### Design of Multiple Unit Dwellings

The first phase of the development is to include the development of two multiple unit dwellings located along Knightsridge Drive where the street intersects with the proposed round-a-bout as shown on the schedules of the Stage I development agreement. The proposed agreement requires both buildings to be L-shaped to help frame the street and create an entrance to the development. Also, the buildings shall be limited to a maximum of 7 storeys in height and contain a mix of bachelor, one bedroom units, and two bedroom units.

The Stage I development agreement includes criteria to be reviewed when considering the development of multiple unit dwellings. One criterion provides for a mix of building materials and architectural treatments to break up the massing and the height of the building. The proposed multiple unit dwellings will have a variety of building materials which includes fibre cement siding, aluminum panels, spandrel glass and brick. Through the use of different building materials, contrasting colours and architectural styles, the building's massing is broken up and the overall design provides a visually dynamic building.

The Stage I development agreement further requires multiple unit dwellings that are located along Knightsridge Drive and Wentworth Drive to have townhouse style units at the base of each building, in order to provide a higher level of building articulation along the street level and to create a more pedestrian friendly environment. The proposed design of the multiple unit dwellings emphasizes the townhouse style units through the use of different building materials and a solid white border. Further, each unit will be required to have an individual entrance directly from the street.

The Stage I development agreement requires the main entrance of each building to be located off Knightsridge Drive. The entrance of each proposed building is to be emphasized with a canopy, through the use of changes in building material and colour and through the location of the civic address. Both multiple unit dwellings will be required to comply with the landscaping plans included as part of the proposed Stage II development agreement. The landscaping requirements include a variety of plantings and pedestrian connectivity through the parking areas.

#### Townhouses

The layout of the townhouse units in the proposed Stage II development agreement includes the sharing of a common driveway to reduce the overall number of driveways along the street. The intent of the shared driveway is to allow the townhouse units to be located closer to the street and to permit a more aesthetically pleasing front yard and streetscape. The reduction in driveways will also allow for more on street parking which will aide overall parking opportunities for Tremont Park.

As each unit will still have the ability to be subdivided, service easements will be required for most lots. The proposed Stage II development agreement will require that easements be provided on each lot prior to subdivision approval. It is important to note that maintenance and snow clearing of the shared driveways will not be the responsibility of the Municipality. The developer has suggested that maintenance will be undertaken through a shared agreement amongst the property owners, such as a home owners association.

#### **Conclusion**

The development of 46 single unit dwellings, 97 townhouse dwellings, 2 multiple unit dwellings each containing 76 units and the associated street and parkland facilities within Phase 1 of Rockingham South, as provided for in the proposed Stage II development agreement in Attachment A of this report, is consistent with the Stage I development agreement and the MPS. As such, it is recommended that Community Council approve the proposed Stage II development agreement.

#### FINANCIAL IMPLICATIONS

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

#### **COMMUNITY ENGAGEMENT**

As the Stage I development agreement identifies all Stage II amending agreements as nonsubstantive matters, community engagement is not required for this application. However, information related to the application has been advertised on the Halifax Regional Municipality website. The applicant has also placed a sign on the property giving notice of the application.

#### **ENVIRONMENTAL IMPLICATIONS**

The proposal meets all applicable environmental policies as contained in the Halifax MPS.

# ALTERNATIVES

- 1. Halifax and West Community Council may choose to approve the proposed Stage II amending agreement subject to modifications. This may necessitate further negotiation with the applicant and the preparation of a supplementary staff report.
- 2. Halifax and West Community Council may choose to refuse the proposed Stage II amending agreement, and in doing so, must provide reasons based on a conflict with MPS policies and the Stage I development agreement. This alternative is not recommended, as the proposal is consistent with the MPS and the Stage I development agreement. A decision of Council to refuse the proposed Stage II amending agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

- 7 -

# **ATTACHMENTS**

Map 1:	Generalized Future Land Use Map
Map 2:	Zoning Map
Attachment A:	Proposed Stage II Development Agreement
Available Upon Request:	Stage I Development Agreement

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:	Jillian MacLellan, Planner 1, Planning Services, 490-4423 Original Signed
Report Approved by:	Kelly Denty, Manager of Development Approvals, 490-4800





#### <u>Attachment A:</u> <u>Proposed Stage II Development Agreement</u>

THIS AGREEMENT made this XX day of XXX, 2014,

BETWEEN:

[Insert Name of Corporation/Business LTD.]

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

- and -

# HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

OF THE FIRST PART

WHEREAS the Developer is the registered owner of certain lands located at **[Insert - PID No.]** along Dunbrack Street, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Halifax and West Community Council of the Halifax Regional Municipality approved an application by the Developer to enter into a Stage I Development Agreement to allow for the planning and design of a mixed use development (Rockingham South Stage I) on March 18, 2013 (Municipal Case 17002) which includes the Lands, which said Development Agreement was registered at the Halifax County Land Registration Office as Document Number 103058039 (hereinafter called the "Existing Stage I Agreement");

AND WHEREAS the Developer has requested that the Municipality enter into a Stage II Development Agreement to allow for the development of Phase I with single unit dwellings, townhouse style dwellings, and 2 multiple unit buildings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to the Existing Stage I Agreement;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on [Insert - Date], referenced as Municipal Case Number 18834;

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

# 1.4 Conflict

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

# 1.5 Costs, Expenses, Liabilities and Obligations

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 Words Not Defined under this Agreement

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

# 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, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18834:

Legal Description of the Lands
Site Development Plan
MU-3 – Site Plan and Landscape Plan
MU-3 - North Elevation
MU-3 - South Elevation
MU-3 - West Elevation
MU-3 - East Elevation
MU-4 – Site Plan and Landscape Plan
MU-4 - North Elevation
MU-4 – South Elevation
MU-4 – West Elevation
MU-4 – East Elevation
Community Sign

# **3.2** Requirements Prior to Approval

- 3.2.1 Prior to the acceptance of secondary services for that portion of the street on which the Parkland has frontage, the Developer shall convey the Parkland identified on Schedule B to the Municipality, subject to Section 3.5 of this Agreement.
- 3.2.2 Prior to the issuance of the first Development Permit, notwithstanding those required for temporary use buildings, the completion of Wentworth Drive to the Lands shall be secured or constructed and deeded to the Municipality pursuant to clause 3.4.2(i) of the Stage I Development Agreement.
- 3.2.3 Prior to the issuance of a Development Permit for each of the multiple unit dwellings, the Developer shall provide to the Development Officer, unless otherwise permitted by the Development Officer, a detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.9 of this Agreement and acceptable to the Development Officer.
- 3.2.4 Upon the issuance of an Occupancy Permit for each of the multiple unit dwellings, the Developer shall provide a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed pursuant to Schedule C and H and Section 3.9 of this Agreement.
- 3.2.5 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 until after a Occupancy Permit has been issued by the Municipality. Upon the issuance of an Occupancy Permit, the Developer shall comply 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.
- 3.2.6 Upon the issuance of an Occupancy Permit, the Developer shall confirm to the Development Officer that all disturbed areas within the HRM right-of-way have been reinstated to orginal or better condition pursuant to Section 3.10 of this Agreement.

# 3.3 General Description of Land Use

- 3.3.1 The uses of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the schedules attached here to, are the following:
  - (a) Two (2) multiple unit dwellings;
  - (b) Ninety-seven (97) Townhouse dwellings;
  - (c) Forty-six (46) Single Unit Dwellings;
  - (d) Open Space Uses; and

- (e) Accessory Uses to the foregoing.
- 3.3.2 The density for Phase I shall not exceed 782 people. Density shall be calculated in accordance with Section 3.8.4 of the Stage I Development Agreement.

# **3.4** Siting and Architectural Requirements

- 3.4.1 The development of single unit dwellings and townhouse unit dwellings shall conform with the requirements of the Stage I Development Agreement for the Lands.
- 3.4.2 Within the required 10 metre buffer from wetlands that are not contiguous with a watercourse, activity shall be limited to the placement of one accessory structure or one attached deck not exceeding a footprint of 20 square metres or a combination of an accessory structure and attached deck not exceeding 20 square metres, fences, boardwalks, walkways and trails not exceeding 3 metres in width, driveway crossings and wastewater, storm and water infrastructure.
- 3.4.3 In addition to section 3.4.2, the footprint for one accessory structure, one attached deck or combination thereof may be increased to 30 square meters for lots 20, 21, 22 and 23 as shown on Schedule B.
- 3.4.4 In addition to the requirements of the Stage I Development Agreement, townhouse blocks shall not:
  - (a) not repeat the same design within abutting blocks;
  - (b) not include the placement of ultity metres on the front façade; and
  - (c) not exceed 5 units per block.

# Multiple Unit Dwellings

- 3.4.5 Each multiple unit dwelling shall contain a variety of unit types and shall contain at least 45 two-bedroom units in each building.
- 3.4.6 The location, size and design of the multiple unit dwellings shall be in conformance with Schedules C through L of this Agreement. Slight variations to setbacks shall be permitted under the discretion of the Development Officer provided no portion of the building is closer than 10 feet to a property line.
- 3.4.7 The main entrance of the multiple unit buildings shall be located at or near the street grade.
- 3.4.8 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.

- 3.4.9 Any exposed foundation in excess of 2 feet in height shall be architecturally detailed with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.4.10 Exterior building materials shall be as shown on the Schedules.
- 3.4.11 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match or complement the colour of the adjacent surface.
- 3.4.12 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Knightsridge Drive or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

# 3.5 Parkland

- 3.5.1 Subject to Section 3.2.1, the Developer shall convey to the Municipality the Parkland as shown on Schedule B including site improvements as outlined in this Part.
- 3.5.2 A detailed design of the parkland parcel shall be submitted to the Municipality as part of the application for Final Subdivision.
- 3.5.3 In addition, to the requirements within the Stage I Development Agreement, the parkland design shall conform with the following requirements:
  - (a) A parking lot shall be developed and improvements shall be completed to the existing parking lot on the Lands. The parking lot shall be constructed of a hard surface;
  - (b) A minimum of two commerical driveway accesses shall be provided to the park parcel;
  - (c) Pedestrian connectivity to Tremont Drive and existing pedestrian pathways in Tremont Park shall be provided. All pedestrian pathways shall be asphalt and shall be a minimum of 1.5 meters in width;
  - (d) All crossings or structures shall be constructed of pressure treated timber with concrete sonotube footings or equilivalent material as determined by the Municipality;
  - (e) A treed buffer, comprised of deciduous trees, shall be located along the walkway and service corridor abutting to the parkland; and
  - (f) The Developer shall further be required to provide a minimum of 20 additional trees, to be located throughout the park parcel.
- 3.5.4 The design of all site development elements shall be submitted to the Municipality for

review and approval and shall be in keeping with municipal standard practices. All site development and improvement work on the parkland parcel shall be inspected and accepted by the Municipality prior to the acceptance of the parcel as parkland dedication for this development.

- 3.5.5 All planting species and planting location shall be reviewed and approved by the Municipality.
- 3.5.6 All disturbed areas located on the proposed parkland parcel shall be stabilized with sod or as approved by the Municipality.
- 3.5.7 All existing recreation infrastructure located on the Lands shall not be damaged or otherwise compromised during the site development. The existing assets on the Lands shall not be considered as a contribution or value added when calculating parkland dedication contribution of the proposed development.
- 3.5.8 Once the park parcel is conved to the Municipality, it shall no longer be subject to the requirements of this Agreement.
- Notwithstanding Section 3.5.1, the Parkland may be accepted provided that the weather 3.5.9 and time of year does not allow the completion of the outstanding works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the works. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. 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 site development within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

#### **3.6** Subdivision of the Lands

- 3.6.1 Subdivision applications shall be submitted to the Development Officer in accordance with Schedule B.
- 3.6.2 In accordance with the Stage I Development Agreement and the Land Use By-law for Halifax Mainland and further to the requirements of the Regional Subdivision By-law, the required 20 metre buffer from watercourse and wetlands contiguous with a watercourse and 10 metre buffer from wetlands that are not continguous with a watercourse shall be shown on the plans for subdivision.

#### 3.7 Parking, Circulation and Access

- 3.7.1 Vehicle surface parking areas for each multiple unit dwelling shall be provided as shown on Schedule C and H of this Agreement, including all pathways and landscaped areas. The Developer may provide less surface parking spaces than shown on the Schedules, however the total number of underground and surface parking spaces combined shall comply with the requirements of the Land Use By-law as amended from time to time.
- 3.7.2 Vehicle surface parking areas shall have a hard finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer.
- 3.7.3 Bicycle parking for each multiple unit dwelling shall be provided as required by the Land Use By-law, as amended from time to time.
- 3.7.4 Each single unit dwelling and townhouse unit dwelling shall have a minimum of 1 parking space per unit.

# 3.8 Outdoor Lighting

Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

#### 3.9 Landscaping

- 3.9.1 Prior to the issuance of a Development Permit for each of the multiple unit dwellings, the Developer shall provide a Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the Preliminary Landscape Plan as shown on Schedules C and H of this Agreement. The Landscape Plan 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.
- 3.9.2 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.
- 3.9.3 Upon the issuance of any Occupancy Permit for each of the multiple unit dwellings, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Agreement.
- 3.9.4 Notwithstanding Section 3.9.3, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape

works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

# 3.10 Maintenance

- 3.10.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.10.2 All disturbed areas shall be reinstated to original condition or better.
- 3.10.3 Prior to the issuance of an Occupany Permit, all disturbed areas located in the HRM right-of-way shall be reinstated to original condition or better as determined by the Development Engineer.

# 3.11 Community Signs

- 3.11.1 A total of 2 community signs shall be placed on the Lands as shown on Schedule M
- 3.11.2 The design of the community signs shall conform with Schedule M of the Agreement and the requirements of the Stage I Development Agreement on the Lands.
- 3.11.3 The community signs shall not be illuminated.

#### **3.12** Temporary Construction Buildings

Buildings shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The temporary construction buildings shall be not be located within any public right of way and shall be removed from the Lands prior to the issuance of the last Occupancy Permit for this phase.

# 3.13 Screening

- 3.13.1 Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.
- 3.13.2 Mechanical equipment shall be permitted on rooftops provided the equipment is screened or incorporated in to the architectural treatments and roof structure.

#### 3.14 Round-A-Bout

3.14.1 The centre of the round-a-bout as shown on the schedules shall be complemented through landscaping, public art or a combination thereof and shall require review and approval by the Development Officer in consulation with the Development Engineer, prior to installation.

# PART 4: STREETS AND MUNICIPAL SERVICES

#### 4.1 General Provisions

- 4.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications and shall receive written approval from the Development Engineer prior to undertaking any work.
- 4.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer and shall be reinstated, removed, replaced, or relocated by the Developer as directed by the Development Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation of on-site/ off-site underground services, overhead wires and traffic signals to accommodate the needs of the development.

#### PART 5: ENVIRONMENTAL PROTECTION MEASURES

#### 5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

- 5.1.1 Prior to the commencement of any site work on the Lands for construction of streets and services, including grade alteration or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
  - (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared, stamped and certified by a Professional Engineer indicating the sequence and

phasing of construction and the areas to be disturbed or undisturbed;

- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared, stamped and certified by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and,
- (c) Submit to the Development Officer a detailed Subdivision Grading Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate stormwater management system. The Subdivision Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

# 5.2 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 this Agreement, 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 measures.

# PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

# 6.1 Registration

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

#### 6.2 Subsequent Owners

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

6.2.2 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).

#### 6.3 Commencement of Development

- 6.3.1 In the event that development on the Lands has not commenced within 2 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.
- 6.3.2 For the purpose of this section, commencement of development shall mean final subdivision approval of the lots.

# 6.3.3 **Completion of Development**

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

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

#### 6.4 Discharge of Agreement

If the Developer fails to complete the development after 10 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

# PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

#### 7.1 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.

# 7.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 14 days written notice of the failure or default, then in each such case:

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

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

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

(Insert Registered Owner Name)

Per:

Witness

HALIFAX REGIONAL MUNICIPALITY

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

Witness

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

MAYOR

Witness

Per:

MUNICIPAL CLERK







# Case 18834 Schedule D - MU-3 - North Elevation

















