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Item No. 13.1.3
Halifax and West Community Council
April 17, 2018

TO: Chair and Members of Halifax and West Community Council

SUBMITTED BY: Original signed

Steve Higgins, Acting Chief Planner and Director, Planning and Development

DATE: March 14, 2017

SUBJECT: **Case 19531: Development Agreement for the northern corner of Young Street and Windsor Street, Halifax**

ORIGIN

- Application by WM Fares Group;
- February 24, 2015, Regional Council initiation of the MPS amendment process; and
- January 10, 2017, Regional Council approval of enabling policy.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A of this report, to enable a mixed use, commercial and high density residential development at the northern corner of Young Street and Windsor Street, Halifax and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
3. Require the 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, which is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

An application has been submitted by W M Fares Group on behalf of Young Development Inc. for a development agreement to allow a mixed-use project consisting of 18 and 25 storey residential buildings with ground floor commercial uses and a 5 storey commercial building at the corner of Young Street and Windsor Street in Halifax.

Subject Site	PID 00153106 (no civic address assigned)
Location	Northern corner of Young Street and Windsor Street - Halifax Peninsula
Regional Plan Designation	Urban Settlement
Community Plan Designation (Map 1)	INS – Institutional (Map 1)
Zoning (Map 2)	P – Park and Institutional Zone (Map 2)
Size of Site	10,139 sq. m. (109,138 sq. ft.) in area
Street Frontage	~ 165 metres (540 feet) of frontage
Current Land Use(s)	vacant
Surrounding Use(s)	North: Department of National Defense (DND) Willow Park Base East: Parking Lot and the Halifax Forum West: 1 storey commercial units South: Gravel tractor trailer transfer area and large scale commercial retail (Superstore), DND Windsor Park Base, and Medium density residential buildings (3 storeys)

Proposal Details

The applicant proposes to develop this site with three buildings. The first building (Building A) is a three to five storey commercial-office building that frames the corner of Windsor Street and Young Street at the southwestern edge of the property. A second primarily residential building (Building B) is in the northwest corner of the site measuring 18 storeys in height and will also contain some commercial uses on the ground floor. The tallest building (Building C) is proposed in the northeast corner of the site measuring 25 storeys containing primarily residential uses with commercial uses at grade. The major aspects of the proposal are as follows:

- 7,153 sq. m (77,000 sq. ft.) of commercial space;
- 341 dwelling units;
- Ground floor commercial units with access to a public street and/or interior courtyard;
- Most of parking is to be located underground with limited surface parking;
- A landscaped public courtyard area is provided for residents and users;
- On site amenities include a basketball key, grassed play area, play structure and sandbox; and
- The design accommodates the existing east-west pedestrian desire lines present on the site.

Enabling Policy and LUB Context

The subject lands are designated Institutional (INS) under the Halifax MPS. The objective of this designation is to encourage institutional uses in appropriate locations. That designation was established to reflect the previous occupation of the property by the federal government as part of Canadian Forces Base – Willow Park. Since that time, the federal government declared this land surplus and conveyed the property to the Municipality for street realignment purposes. That re-alignment project was completed by HRM and the balance of the property was then sold to a private interest. The land has since been sold to the current owner.

In January of 2017 Regional Council approved site specific development policies which enable consideration of a mixed use residential and commercial use by development agreement (Policies 5.4, and 5.5 of Section II of the Halifax MPS and Part 100[3] of the Halifax Peninsula LUB). These policies require consideration of various planning matters such as site design, building massing, height, amenity space and architectural design.

The subject lands are zoned Parks and Institutional (P) within the Halifax Peninsula Land Use By-law (LUB). This zone is reflective of the previous Federal ownership and use of the site and not indicative of the intended development form at this location. The zone permits uses such as parks, cemeteries, hospitals, schools, churches, or other similar institutional type uses of either public or private ownership. Council may consider alternative uses by development agreement subject to compliance with the policy obligations in the current municipal planning strategy.

The Centre Plan

During the recent review of the RMPS (RP+5), the development and adoption of a Regional Centre Plan was confirmed as a primary objective for the Municipality. The Centre Plan will include a new Secondary Municipal Planning Strategy (SMPS) for the Regional Centre as well as regulatory tools to ensure that the vision statements and guiding principles are achieved. A draft policy direction for the Centre Plan has been released and Regional Council has accepted the direction contained within the Centre Plan as a framework for amended or new planning documents.

The draft Centre Plan identifies the subject property as part of the Young Street Centre and it supports 16-20 storey, mixed use buildings. Although the draft Centre Plan provides some guidance for development of future planning documents, the existing Halifax MPS remains in effect on this property. That document contains recently approved site specific policy that provides for mixed use buildings up to 25 storeys at this location.

Integrated Mobility Plan

The Integrated Mobility Plan (IMP) creates a vision for moving around the Halifax region and helps to direct future investment in transportation demand management, transit, active transportation and the roadway network to improve the links between residents and their communities.

The Integrated Mobility Plan stems from municipal policy direction in the Regional Plan including the following:

- Provide a choice of integrated and connected travel options emphasizing public and community based transit, active transportation, carpooling and other viable alternatives to the single occupant vehicle;
- Promote community development and design that supports affordable and sustainable transportation options;
- Plan for our future transportation infrastructure needs; and,
- Design complete streets for all ages, abilities and travel options.

Regional Council authorized the direction contained in the Integrated Mobility Strategy as a framework for amending the existing Regional Plan and developing new planning documents.

While the proposed development agreement is not directly linked to any specific IMP direction, staff point out the proposal:

- supports the IMP's goal achieving growth targets outlined in the Centre Plan;
- is of a form that promotes opportunities to work, study, shop, play and obtain personal services within an attractive walking distance of where people live;
- provides pedestrian oriented site design and human scaled massing at street level; and
- is in an area where proposed high density development will support a high level of transit service and supports a walkable, transit oriented community.

COMMUNITY ENGAGEMENT

The community engagement process for this file has been consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing

information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area and a public information meeting held on October 21, 2015. Attachment C contains a copy of the minutes from the meeting. The public comments received include the following topics:

- Support for the redevelopment of this brownfield site;
- Request for a marked crosswalk at Bayers Road and Windsor Street;
- Desire for an enclosed public transit facility; and
- Support for family sized dwelling units (3 bedrooms or greater).

A public hearing must be held by Halifax and West Community Council before they can consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposal will potentially impact local residents and residential and commercial property owners.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

Proposed Development Agreement

Attachment A contains the proposed development agreement for the subject site and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- density, massing and architectural requirements of buildings;
- landscaping including the creation of pedestrian courtyard;
- land use and signage;
- provision for public and private amenity space as well as semi-public amenity space; and
- identification of matters to be considered non-substantive amendments including landscaping, signs, land use requirements, architecture, commencement and completion dates

The attached development agreement will permit three mixed use (commercial/residential) buildings, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion in this report.

Density and Massing

The design concentrates height to the rear of the site adjacent to National Defense lands and frames the Young Street /Bayers Road and Windsor Street corner with a strong, continuous edge of active uses and buildings of an appropriate pedestrian scale. The visual impact of surface parking is also minimized.

The proposed agreement uses Floor Area Ratio (FAR) to measure and limit density on the site. FAR is the ratio of a building's total floor area to the size of the parcel of land upon which it is built. As an example, a FAR of 1.0 would on a lot 1000 sq. m in area equate to the following:

- a single storey building covering the entire lot;
- a two storey building covering one half of the lot; or
- a four storey building covering one quarter of the lot.

The proposed development agreement allows a maximum FAR of 4.38 which is approximately equivalent to a 4.5 storey building covering the entire site. An FAR of 4.38 is the maximum permitted by policy.

The density is designed to be distributed among three buildings ranging in height from five storeys (56 feet) in the smallest building to 18 storeys (183 feet) in the second building and to 25 storeys (252 feet) in the third building. The two towers are limited to 105 feet in width above the seventh floor which is the maximum permitted by policy.

Varied step backs and building form are intended to create visual interest and break up the impact of the structures. The proposal responds to the surrounding built form appropriately and should be compatible with existing and anticipated development on surrounding properties. Staff believes the density and massing are appropriate for the site.

Dwelling Unit Mix

50% of the dwelling units contain a minimum of two bedrooms and have a minimum area of 92.9 sq. m. (1000 sq. ft.). This unit configuration and size requirement is intended to provide a mix of smaller and larger units and ensure the presence of some dwelling units that are large enough to support young families. A total of 15 three-bedroom units are proposed.

Affordable Housing

The draft Centre Plan proposes to introduce affordable housing options in large developments using density bonussing. This approach allows a developer extra density in exchange for a specified allotment of dwelling units at below market rents. The draft Centre Plan proposes a policy framework and regulations to enable this approach. Projects in advance of the approval of the draft Centre Plan are not currently entitled to additional density through density bonussing.

Pedestrian Connectivity and Experience

The proposed development maintains the existing pedestrian connection through the site between the sidewalks on Young and Windsor Streets via an inner courtyard with a variety of paver types. Pedestrian access to the buildings is provided on the Young and Windsor Street frontages and via the internal courtyard.

Setbacks, specifically on Young Street, provide enhanced pedestrian adjacent to the existing sidewalks resulting in greater than 8 feet of useable area between the sidewalk and the ground floor building face. Further the building cantilevers over 1.5 metres (5 feet) of this area and provides partial protection from weather. This should enhance pedestrian comfort and provide opportunities for animation of the street front with merchandise, landscaping or small street side table space. The provision of the courtyard and parkette internal to the site will provide for an environment which should draw pedestrians from the adjacent sidewalks.

Transportation Network / Vehicle Access

An analysis of transportation infrastructure indicates vehicular flows from the proposed development can be accommodated. Some upgrades to the existing roadway infrastructure (Young Street/Windsor Street and Bayers Road intersection) may be required at the developers cost as a condition of construction permits.

The driveway on Windsor Street allows right and left turning movements for both access and egress. The driveway on Young Street permits two-way, right and left access movements but egress is limited to right turns only.

Parkland, Recreation Facilities and Amenity Spaces

Parkland dedication is received through the subdivision process. This application does not include any subdivision therefore public parkland dedication is not required.

The closest existing outdoor public recreation facilities (playground, basketball court and soccer field) are approximately 600 m away at St. Catherine's Elementary School. The closest indoor facility is the Halifax Forum and Civic Centre located across the street from the site.

New residential development on the Halifax Peninsula and specifically in the Young Street area increases the demand for indoor and outdoor recreation facilities. When redevelopment of the Halifax Forum and other sites are considered, the expansion of public outdoor recreation capacity should be contemplated to supplement amenity spaces provided on the subject site and within other residential developments in the area.

Indoor and limited outdoor amenity space on the subject site will be provided as follows:

	Building A	Building B	Building C	Common Site
Indoor Amenity Space	-	884 sq. ft.	1,100 sq.ft.	-
Rooftop Amenity Space	3,100 sq. ft.	1,600 sq. ft.	1,600sq. ft.	-
Private Terraces and Balconies		included	included	-
Lobby Areas	included	included	included	-
Semi-Public Courtyard and raised park	n/a	n/a	n/a	>20000 sq. ft.
Outdoor Play Area	n/a	n/a	n/a	~1500 sq. ft.

The creation of these amenity spaces will serve the immediate needs of the residents and users of the site. The addition of the outdoor play area compensates to some extent for the limited supply of public parkland in the area. Staff are satisfied that the proposed on-site amenity space is adequate to serve the immediate needs of the proposed development.

Servicing Capacity

Analysis indicates the existing of sewer and water services can support the proposed development. Sewer services for the site will come from the Windsor Street system which has more capacity than the Young Street system. The applicant is responsible for detailed verification of capacity at the permitting stage.

Environmental

Pyretic Slate - Development on peninsular Halifax is likely to encounter Halifax Formation slates which are sulphide-bearing (acid producing). Preliminary testing indicates the presence of such material on the subject site. NS Environment (NSE) regulations require this material to be disposed of at an NSE approved, waterfront disposal facility.

Site Contamination – Subsurface conditions indicate that fill (approximately 1 metre in depth) is impacted with elevated levels of total petroleum hydrocarbons (TPH), polycyclic aromatic hydrocarbons (PAHs) and metals. The presence of such material may require the removal, treatment and disposal as per the requirements of NSE and relevant legislation.

Wind Study – A wind analysis was completed which identifies several architectural and landscaping conditions that will be required to minimize wind impacts. The development agreement requires a more detailed wind tunnel test as a condition of the construction permit which may result in additional modifications. The proposed development agreement allows minor changes which are typical modifications for buildings of this scale at the discretion of the Development Officer. Significant changes initiated by a wind study are considered a non-substantive amendment and will require approval by Council without a public hearing.

Heritage

Policy CH-16 in the Regional MPS requires consideration a range of design solutions and architectural expressions that are compatible with any abutting registered heritage property. The subject lot is across the street from the Halifax Forum which is a registered heritage property. However, because the property does not abut the Halifax Forum site, this policy is not applicable to the review of this proposal.

Halifax Peninsula Planning Advisory Committee

On May 30, 2017 Halifax and West Community Council expanded the role of District 7 and 8 Planning Advisory Committee and renamed the committee as the Halifax Peninsula Planning Advisory Committee. The committee now includes the entire Peninsula and additional committee members have been added from other areas of the peninsula. As the previous District 7 and 8 PAC had completed the review of the proposed project in 2015, an additional review was not added to the current review process. The details of 2015 review by District 7 and 8 PAC are set out below.

District 7 and 8 Planning Advisory Committee

On November 23, 2015, the District 7 and 8 Planning Advisory Committee (PAC) reviewed a proposed MPS amendment and a previous, similar version of the development proposal. The PAC recommended approval of that proposal subject to consideration of the following matters:

- *With respect to the street wall of buildings A and B along Windsor and Young Street, to ensure a wide and attractive buffer with pedestrian-specific amenities and public space.*
- *To ensure appropriate transit infrastructure is integrated where needed.*
- *To consider a protected or segregated bike lane.*
- *The Committee values maintaining porosity on the north side of the site so that potential future right of ways could be acquired or linked.*
- *That staff consider future use of the east property and incorporate setbacks at building C if deemed appropriate.*
- *The Committee values retail at ground level on both sides of building A.*
- *To address wind tunnel concerns and ensure that appropriate studies be carried out.*
- *The Committee values use of pavers over asphalt in the existing public amenity space.*
- *Given the Committee's concern about the height and arrangement of Building B and C, to consider the height's effect in terms of precedents, density, aesthetics, and views.*
- *To consider a reduction in the overall height or stepping down at building B.*
- *To consider whether the proposed 14 units of 3 bedrooms are sufficient for families.*
- *That the final bedroom counts be included in the development agreement and changes to it be considered substantive.*
- *To explore the opportunity to examine feasibility for district energy throughout the site.*
- *Given the Committee's concern that the charcoal cladding of building A and B appears too industrial, to examine the cladding in terms of aesthetics.*
- *Given the Committee's concern for energy efficiency, to examine the curtain walls and window walls and consider a window wall of 40% and standard wall ratio of 60%.*
- *To consider application of the principles of Solar City 2.0.*
- *To consider removal of the overhang on Building B; furthermore, given the changing context of the area containing and surrounding this site, that*
 - *planning staff review mobility and transportation issues related to the proposal, recognizing current difficulties for pedestrians and motorists, and lack of porosity in the area; and*
 - *Given the lack of greenspace nearby, that staff review open space and note the Committee's concern for lack of greenspace in the area.*

The existing MPS policy, proposed development agreement and discussion above deals with most items identified, however the following matters deserve additional discussion:

Reduction in height of Buildings: The proposed buildings meet the MPS policy requirements for height as approved by Regional Council in 2017 subsequent to the PAC review. The placement of buildings is consistent with the approved MPS policy and generally aligns with the intent of the draft Centre Plan. Staff do not feel there is strong rationale to reduce the height limit already established by Council.

Connectivity with sites to the north: The design provides for a full access connection to the north between building C and Young Street. This connection provides an opportunity to respond to future development to the north and enables a private access between the properties.

Number of three-bedroom units: The existing MPS policy and the proposed development agreement require that 50 percent of the units must contain two or more bedrooms. The balance of the unit types and configuration are to be at the discretion of the developer in response to market demand. The policy did not specify a minimum number of three-bedroom units because of the difficulty in predicting the demand.

Staff believes the current policy and proposed development agreement provide an adequate variety of unit types while also maintaining the flexibility required to respond to market demand.

Transportation issues; Offsite issues related to existing infrastructure, public streets and bike lanes cannot be directly regulated by development agreement. Offsite issues such as pedestrian crosswalks, bike lanes and related infrastructure are within the control of the traffic authority and can be considered under separate municipally-driven processes.

Building Aesthetics: The development agreement indicates a requirement for a dark tone to offset lighter adjacent glass window systems or panels. Staff are satisfied that the aesthetic design of the proposed buildings (specifically the choice of dark building materials) will not negatively affect the overall impression of the building.

District Energy/ Solar: Nothing in the agreement prevents consideration of district energy or solar on the site. HRM's Solar City is not a program that provides options for mixed use or multi-unit residential developments as proposed.

Energy Efficiency: Energy efficiency is typically controlled through the building code and not specifically through a development agreement.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is consistent with the intent of the MPS. The proposed development agreement controls the building form, height and land uses as envisioned by the policy. The design of the buildings, site design and landscaping create a development which focuses on pedestrian experience and creating a landmark at the entrance to the proposed Young Street Corridor. Staff recommend that the Halifax and West Community Council approve the proposed development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2017/2018 budget or future budgets and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

The land is known to have some environmental contamination issues originating from its previous land use and the presence of pyretic slate and will require remedial work at the cost of the developer at permitting and subject to the requirements of NSE. No additional concerns were identified.

ALTERNATIVES

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

ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant Halifax MPS Policies
Attachment C:	Notes from Public Meeting - October 21, 2015

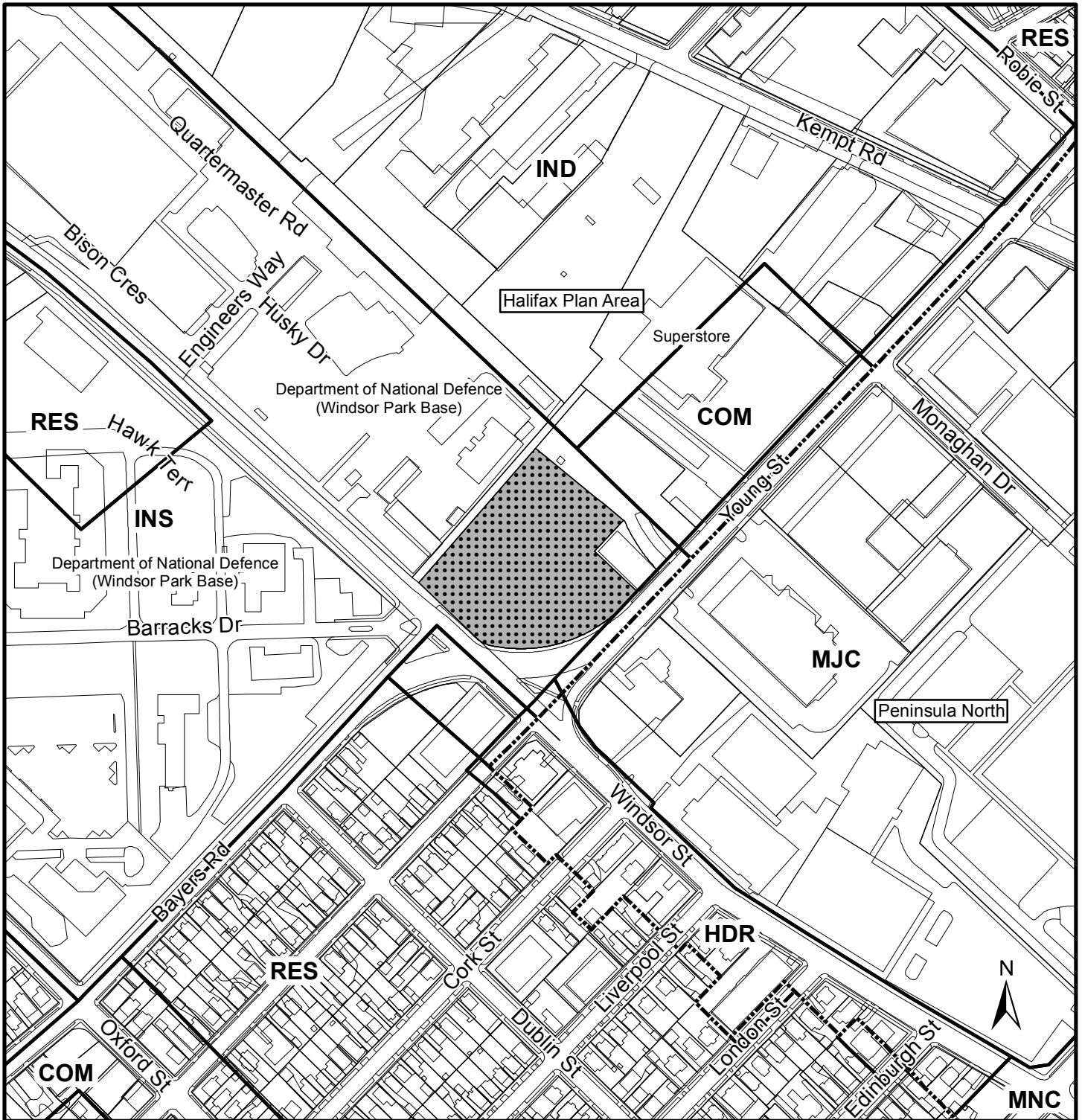
Available upon request:

[Wind Study, Shadow Study, Traffic Impact Statement:](#)

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.


Report Prepared by: Andrew Bone, Planner III, 902.490.6743

Report Approved by: Original signed
Maggie Holm, Principal Planner, Urban Enabled Applications 902.293.9496



Map 1 - Generalized Future Land Use
 Corner of Young St. and Windsor St. (PID 00153106)
 Halifax

HALIFAX

 Area of proposed development agreement

Designations - Halifax
 RES Residential Environments
 COM Commercial
 IND Industrial
 INS Institutional

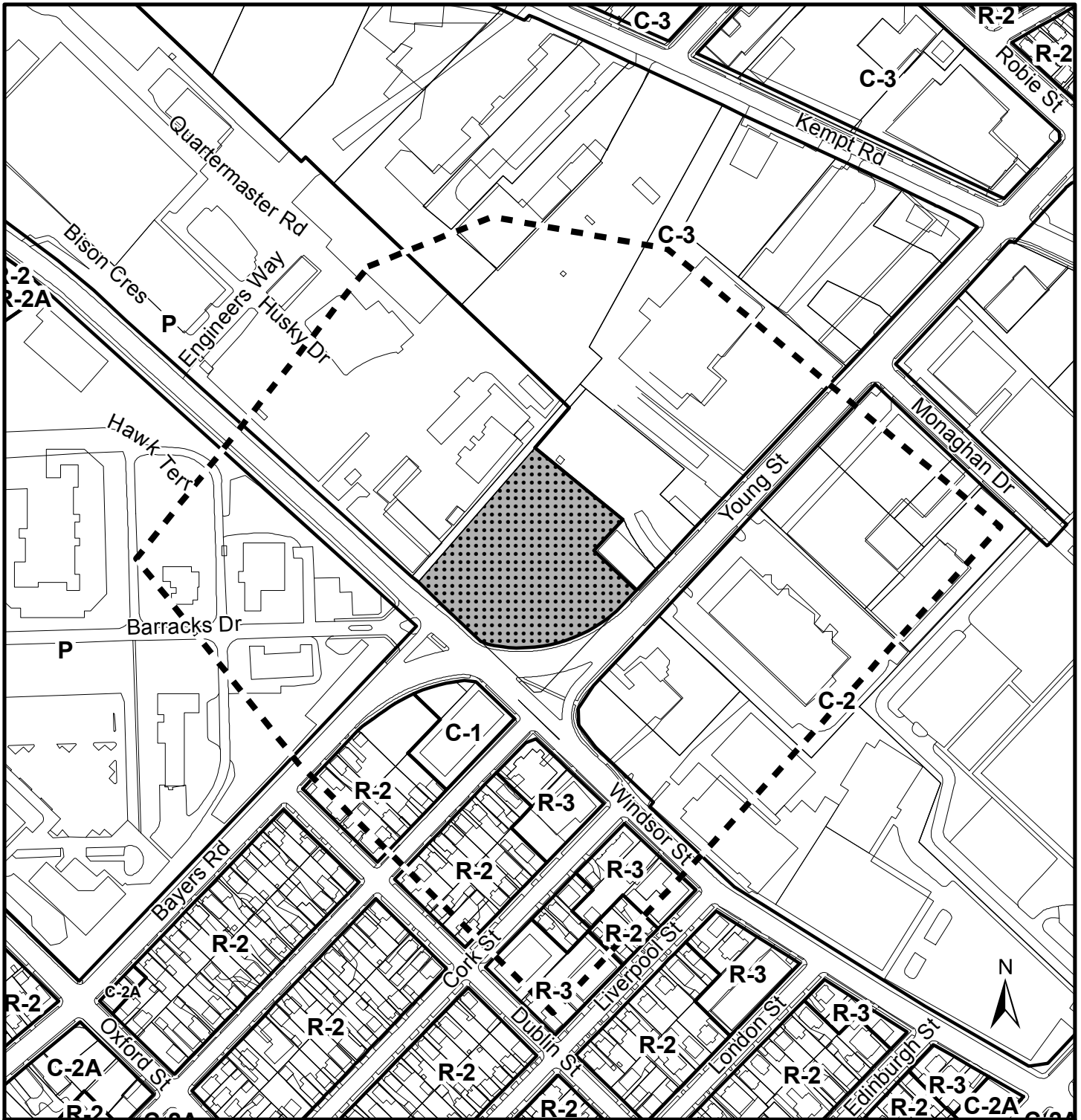
Designations - Peninsula North
 HDR High Density Residential
 MJC Major Commercial



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

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


Halifax Plan Area




Map 2 - Zoning and Notification

Corner of Young St. and Windsor St. (PID 00153106)
Halifax

HALIFAX

 Area of proposed development agreement

 Area of notification

Halifax Peninsula
Land Use By-Law Area

Zones

- R-2 General Residential
- R-3 Multiple Dwelling
- C-1 Local Business
- C-2 General Business
- C-2A Minor Commercial
- C-3 Industrial
- P Park and Institutional



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

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

THIS AGREEMENT made this day of **[Insert Month]**, 20___,

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

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

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a mixed use residential and commercial development including three buildings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Section II, City Wide Objective and Policies, Part 5 (Institutions), Policies 5.4 and 5.5 of the Halifax Municipal Planning Strategy and Section 100(3) of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 19531;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Halifax Peninsula, Municipal Planning Strategy for Halifax 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

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

- 2.1.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.
- (a) **Amenity space** means indoor or outdoor space on a lot that is communal and available for use by the occupants of a building on the lot for recreational or social activities.
- (b) **Building A** means the building labeled Building A on the schedules attached to this agreement.
- (c) **Building B** means the building labeled Building B on the schedules attached to this agreement.
- (d) **Building C** means the building labeled Building C on the schedules attached to this agreement.

- (e) **Floor Area Ratio (FAR)** means the gross area of all floors of Buildings A, B and C, measured from the inside of external walls, divided by the area of a lot excluding underground levels.
- (f) **Floor Plate Width** means the horizontal cross-section of a floor, measured from the outside surface of the exterior wall, or where there is no glass line, to the outside surface of the exterior wall. Floor plate width shall exclude elevator banks/shafts and stairwells.
- (g) **Gross Floor Area** means the sum of the area of all floors in a building measured from the inside of exterior walls, whether at, above or below grade, measured from the inside faces of the exterior walls but does not include external amenity or roof top spaces, internal amenity space, enclosed rooftop mechanical equipment, internal balconies or enclosed porches and area below grade used for garage, storage, bicycle and vehicle parking, loading, or building support uses.
- (h) **Porous Parapet** means a low protective wall at the edge of a roof with perforations to allow for air flow.
- (i) **Semi-public** means privately owned areas of the development which are areas for the use of residents and the public subject to the management, rules and regulations of the private property owner.
- (j) **Urban Agriculture** means the use of a structure or land for the breeding, planting, cultivation of plants, excluding cannabis, such as vegetables, fruits, herbs, sprouts and ornamental plants, and flowers.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19531:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	Underground Parking Plan
Schedule D	Building A Elevations
Schedule E	Building A Floor Plans
Schedule F	Building B Elevations
Schedule G	Building B Floor Plans
Schedule H	Building C Elevations
Schedule I	Building C Floor Plans
Schedule J	Landscape Plan

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Phasing Plan in accordance with Section 3.4. of this Agreement;
 - (b) Wind Study in accordance with Section 3.7 of this Agreement;
 - (c) Lighting Plan in accordance with Section 3.11 of this Agreement; and

- (d) Landscape Plan in accordance with Section 3.12 of this Agreement.
- (e) Written confirmation from a qualified professional that any environmental contamination will be dealt with in a manner acceptable to Nova Scotia Environment and the requirements of Provincial legislation and regulations.

3.2.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan;
- (b) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Lighting Plan; and
- (c) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the required wind mitigation measures.

3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) a mixed use commercial and residential development including indoor and outdoor amenity space, underground and surface parking, and containing a maximum of three-hundred and forty-one (341) residential dwelling units, and a maximum of 7153.3 square metres (77,000 square feet) of commercial space subject to the terms and conditions of this agreement; or
- (b) Any uses permitted within the P (Park and Institution zone applied to the Lands subject to the provisions contained within the Land Use By-law for Halifax Peninsula, as amended from time to time.

3.3.2 Residential land uses permitted in subsection 3.3.1 (a) are the following:

- (a) Apartment house (multiple-unit residential uses); and
- (b) Uses accessory to any of the foregoing uses.

3.3.3 Commercial land uses permitted in subsection 3.3.1 (a) are the following:

- (a) commercial enterprises permitted as follows:
 - i. stores for the purpose of retail trade and rental excluding:
 - 1. motor vehicle dealers;
 - 2. motor vehicle repair shops
 - 3. adult entertainment uses; and
 - 4. amusement centres.
 - ii. restaurant, lounge, bank, public hall, office, municipal building, hairdresser, beauty parlour; receiving office of a dry cleaner or dyer;
 - iii. offices;
 - iv. sport club and community facilities;
 - v. a hospital, school, college, university, monastery, church, library, museum, court of law, or other institution of a similar type, either public or private;

- vi. day care facility;
- vii. any use accessory to any of the foregoing uses.
- viii. commercial recreation;
- ix. radio, television and electrical appliance repair shops;
- x. watch and jewellery repair shops;
- xi. a store for the purpose of personal service including shoe repair shops, barber and beauty shops, dry cleaners, funeral services, and excepting massage parlours and adult entertainment uses and amusement centres;
- xii. Urban Agriculture; and
- xiii. Uses accessory to any of the foregoing uses.

3.3.4 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards.

3.4 Phasing

3.4.1 Phasing shall comply with the following conditions and sequences:

- (a) The underground parking and all access and all internal driveways shall be completed prior to the occupancy of the first completed building on the Lands;
- (b) Buildings A, B and C may be constructed in any sequence provided driveway access and sufficient parking can be maintained to any occupied building(s). Sufficient parking means the minimum parking requirement required by the Land Use By-law based on the proposed use of the occupied building;
- (c) A plan showing the proposed phasing and bounds of work for each phase shall be submitted to and acceptable to the Development Officer in consultation with the Development Engineer prior to the issuance of a Development Permit. The Developer shall be responsible for all work within a phase.

3.5 Heritage - Archaeological Resources

3.5.1 The Lands fall within the Area of Elevated Archaeological Potential identified by the Province. The Developer shall contact the Curator of Special Places with the Heritage Division of the Department of Tourism, Culture and Heritage of the Province of Nova Scotia prior to any disturbance of the site and the Developer shall comply with requirements set forth by the Province in this regard.

3.6 Detailed Provisions for Land Use

3.6.1 The number and type of residential units, building design and exterior materials, vehicular parking and open space shall comply with that shown on Schedules B through J, except as permitted by this agreement.

3.6.2 Notwithstanding Subsection 3.3.1 and 3.6.1, the type of unit and number of residential units may increase or decrease from that shown on the Schedules, provided the following conditions are met:

- (a) a minimum of 50% of the dwelling units have 2 or more bedrooms;
 - (b) the Floor Area Ratio (FAR) as required in section 3.7.3, is not exceeded;
 - (c) ground floor commercial space is not reduced;
 - (d) parking standards, as required in Section 3.8, are maintained;
 - (e) the Development Engineer is satisfied with the impacts on the transportation network;
- and

- (f) if the number of dwelling units is increased, Halifax Water is satisfied there is capacity in the sanitary sewer and water system.

3.6.3 All two-bedroom or greater residential dwelling units shall be a minimum of 92.9 sq. m. (1000 sq. ft.) inclusive of balconies and terraces.

3.6.4 Commercial space shall be provided as follows:

	Maximum Gross Floor Area	Minimum Gross Floor Area
Building A	5574 m. sq, (60,000 sq.ft.)	5109.5 m. sq, (55,000 sq.ft.)
Building B	882.5 m. sq, (9,500 sq.ft.)	882.5 m. sq, (8,0000 sq.ft.)
Building C	696.7 m. sq, (7,500 sq.ft.)	0 m. sq, (0 sq.ft.)

3.6.5 Ground floor commercial spaces shown on Schedule E, G, and I shall not include residential dwelling units and ground floor uses shall be limited to amenity space, institutional, commercial uses or accessory residential uses.

3.6.6 Notwithstanding Subsection 3.3.1(a) and 3.6.1 through 3.6.5, residential uses (instead of commercial) may be permitted on the second-floor level or above of Building A (Schedule G) and the overall building height of Building A may be reduced to accommodate such residential uses, provided the exterior appearance is generally in conformance with Schedules B, D and E. Further any conversion shall be permitted provided the following conditions are met:

- (a) the ground floor must remain for commercial uses, excepting space required for a residential lobby;
- (b) 50% of the gross floor area of the building shall be maintained for commercial land uses;
- (b) parking standards as required in Section 3.8, are met;
- (c) a minimum of 50% of the dwelling units have 2 or more bedrooms;
- (d) the Floor Area Ratio (FAR), as required in section 3.7, is not exceeded;
- (e) the Development Engineer is satisfied with the impacts on the transportation network;
- (f) Halifax Water is satisfied there is capacity in the sanitary sewer and water system; and
- (g) Additional amenity space is provided including 500 sq. ft. of indoor amenity space and an individual balcony (external or internal) be provided for each unit at a minimum of 8 m. sq. (86.1 sq. ft.) with a minimum dimension of 1.8 m.

3.6.7 Notwithstanding Schedules E, G and I, the Development Officer may permit changes to the location and area of dwelling and commercial units, provided minimum unit sizes are maintained and the intents of the agreement are maintained.

3.7 Siting and Architectural Requirements

3.7.1 The buildings design, siting and materials shall be as shown on Schedules B through J and include additional detailing as identified in clauses 3.7.1 through 3.7.24.

3.7.2 The building's siting, bulk and scale shall comply to the following:

- (a) Building A
 - i.) The Building shall be generally located and constructed as shown on Schedules B, D, and E.
 - ii.) The maximum number of storeys permitted shall not exceed 5 storeys.
 - iii.) the maximum height of the building shall not exceed 20.73m (68 feet) excluding the mechanical penthouse.
- (b) Building B
 - i.) The Building shall be generally located and constructed as shown on Schedules B, F and G.

- ii.) The maximum number of storeys permitted shall not exceed 18 storeys.
 - iii.) the maximum height of the building shall not exceed 59.7m (196 feet) excluding the mechanical penthouse.
- (c) Building C
- i.) The Building shall be generally located and constructed as shown on Schedules B, H and I.
 - ii.) The maximum number of storeys permitted shall not exceed 25 storeys.
 - iii.) the maximum height of the building shall not exceed 90.77m (265 feet) including the mechanical penthouse.
- (d) Underground Parking and Basement Levels
- i.) Underground parking and basement levels shall be located and constructed as generally shown on Schedules C.
 - ii.) Underground parking and above ground parking shall provide a minimum of the required parking for the proposed land uses based on the Halifax Peninsula Land Use By-law, as amended from time to time. Where the required parking is less than the amount shown on Schedule C, the Development Officer may permit the parking shown on Schedule C to be reduced to a minimum of the required parking.
 - iii.) Underground parking, footings and basement shall be setback from the existing waterline adjacent the northwest property line a distance acceptable to Halifax Water.
- 3.7.3 The maximum floor area ratio permitted for the entire development shall be shall be 4.38.
- 3.7.4 Prior to the issuance of a development permit for any of the buildings, the Developer shall provide an updated Floor Area Ratio (FAR) calculation for the entire development. The Development Officer shall refuse any permit which exceeds the required Floor Area Ratio (FAR).
- 3.7.5 The maximum floor plate width above the seventh floor shall be 32 m (105 feet).
- 3.7.6 The Development Officer may permit minor variations to the floor plate designs shown in the schedules provided the intents of this agreement are maintained.
- 3.7.6 The minimum separation between Building B and Building C shall be 22.86 m (75 feet) excluding balconies and minor architectural projections. The minimum separation between Building A and Buildings B and C shall be 15.24 m (50 feet) measured from ground floor to ground floor, excepting higher floor cantilevers, balconies and minor architectural projections. Minor architectural projections shall include, but not be limited to, overhangs of ground floor facades which have an elevation of not greater than five floors above the first floor.
- 3.7.7 The ground floor elevation of buildings entrances adjacent a public sidewalk shall be no greater than 0.152 metres (0.5 feet) above the elevation of the sidewalk and shall not be located at an elevation below the public sidewalk.
- 3.7.8 The ground floor height of buildings A, B and C shall be a minimum of 4.5 metres (14.76 feet) from floor to floor.
- 3.7.9 Commercial building facades at ground level shall be broken up visually and include architectural interest. The ground level facade shall be visually divided at a frequency no greater than 10 metres (32.8 feet) into separate modules using repetitive patterns of color, texture or material. At least one module design shall repeat horizontally along the ground level facade. Modules shall be extended vertically through the streetwall, using colour, window placement, materials or building transitions. For Building A, modules shall comply with Schedule D.

- 3.7.10 Multiple commercial storefronts shall be visually unified using complementary architectural forms, similar materials and colours.
- 3.7.11 Covered walkways, arcades, fixed or retractable awnings, open colonnades and similar devices shall be permitted along all facades to provide shelter, and encourage pedestrian movement. These devices and features shall be permitted provided they are designed as an integral part of the building façade.
- 3.7.12 A minimum of 60 percent of the ground floor of commercial facades shall consist of windows and/or glazing which are transparent.
- 3.7.13 For Building A, the façade facing Young Street and Windsor Street shall be designed and detailed as primary façade. For Building B, the façade facing Windsor Street shall be designed and detailed as primary façade. For Building C, the façades facing the interior courtyard and Young Street shall be designed and detailed as primary façade. Further, architectural treatment shall be continued around all sides of the buildings.
- 3.7.14 The main residential entrances to buildings shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. For Building B and C, at least one main door shall face internal courtyard.
- 3.7.15 Service entrances shall be integrated into the design of the buildings and shall not be a predominate feature.
- 3.7.16 Any exposed foundation in excess of 0.838 metres (2.75 feet) in height and 1.86 square metres (20 square feet) in total area shall be architecturally detailed with patterned concrete, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.7.17 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.).
- 3.7.18 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.7.19 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) or telecommunication equipment are integrated into the building design or screened from public view. This shall exclude individual residential mechanical systems except for heat pumps. Furthermore, nothing in this agreement shall prevent the installation and use of solar photovoltaic, solar hot water panels or the installation of electric vehicle charging stations.
- 3.7.20 Further to the schedules, exterior building materials shall not include vinyl siding or windows but may include any one or more of the following:
- clay masonry;
 - non-combustible cladding;
 - concrete split face masonry;
 - cut stone masonry;
 - random stone masonry;
 - glazing systems such as glass; or

- acceptable equivalent in the opinion of the Development Officer.

3.7.21 Prior to the issuance of a Development Permit, the Developer shall undertake wind impact assessment report including a wind tunnel testing (scale model simulation analysis) of the development by a qualified professional experienced in wind engineering and submit a report to the Development Officer.

3.7.22 The wind impact assessment shall identify:

- (a) Existing conditions, accounting for buildings and other physical features on the lot and any surrounding buildings and features that may influence the development or that may be influenced by the development;
- (b) The impact of the development on the following areas:
 - (i) the public realm, including parks, plazas, and other open spaces, sidewalks and other pedestrian travelled ways, building entrances; and
 - (ii) private amenity spaces such as rooftop gardens.
- (c) The expected level of comfort for various activities associated with the above-noted areas with regard to factors such as sitting, standing, and walking;
- (d) The methodology and standards used in the assessment;
- (e) Expected wind comfort and safety conditions, including confirmation/ quantification of expected conditions; and
- (f) Where necessary, outlines proposed wind mitigation measures to achieve accepted industry standards for pedestrian wind comfort and safety.

3.7.23 Mitigation measures identified in the wind assessment shall be included in building, site and landscaping designs approved by the Development Officer prior to the issuance of a Development Permit, except those which, in the opinion of the Development Officer, involve a substantive change to the building. In these instances, such measures shall require a non-substantive amendment pursuant to Section 6.1. Mitigation measures which include the use of landscaping, planters, wind screens, porous parapets, trellises, canopies or similar features shall be permitted by this agreement.

3.7.24 Mitigation measures shall be shown on the building plans submitted for Construction Permit and be completed prior to the issuance of an Occupancy Permit.

3.8 PARKING, CIRCULATION AND ACCESS

3.8.1 The parking area shall be sited as shown on Schedule B and C. The parking area shall maintain minimum setbacks from the property lines as shown on the Schedules.

3.8.2 The parking area shall provide a minimum of one parking space per dwelling unit plus 30 visitor parking spots. Visitor parking spaces shall be clearly identified and signed. Where visitor parking spaces are provided within underground parking, the drive aisle that leads to the visitor parking spaces shall be clearly identified and marked. Visitor parking spaces shall be common elements to the buildings. Commercial parking shall be provided based on the Land Use By-law requirement based on land use.

3.8.3 A maximum of 60 above ground parking spaces shall be permitted. The remainder of the parking shall be in underground parking.

3.8.4 Notwithstanding clause 3.8.1, the Development Officer may permit the addition of underground parking spaces or storage space (for residents of the building) subject to there being no impact on the location or elevation of buildings A, B and C and provided minimum setbacks are maintained.

- 3.8.5 The parking areas shall be hard surfaced.
- 3.8.6 The limits of the above ground parking area shall be defined by landscaping and curb.
- 3.8.7 The site shall be accessed by two driveways, a full access driveway on Windsor Street and a restricted access driveway on Young Street.
- 3.8.8 The Young Street driveway shall be restricted and left turns out of the Lands to Young Street shall not be permitted. Implementation of this restricted access shall meet the requirements of the Development Officer in consultation with the Development Engineer.
- 3.8.9 All driveway accesses shall meet the requirements of the Development Officer in consultation with the Development Engineer.
- 3.8.10 Pedestrian access to the site shall be provide through a system of hard surface walkways shown on the Schedules B and J. Further to the schedules, the network shall include the following additional features:
- (a) a walkway and marked pedestrian crossing between the Young Street sidewalk and Building C;
 - (b) a marked pedestrian crossing between Building B and C;
 - (c) a walkway leading to the outdoor play area; and
 - (d) walkways connecting any ground level exterior door to the pedestrian system.

3.9 AMENITY SPACE

- 3.9.1 Amenity space shall be provided as shown on the schedules and shall include:
- (a) Building A
 - i.) Level 4, accessible rooftop amenity space at a minimum of 1,600 sq. ft.;
 - ii.) Level 5, accessible rooftop amenity space at a minimum of 1,500 sq. ft.;
 - iii.) Commercial lobby area as shown on the schedules.
 - (b) Building B
 - i.) Level 17, indoor amenity space at a minimum of 884 sq. ft. for the use of all residents of the building;
 - ii.) Level 17, accessible rooftop amenity space at a minimum of 1600 sq. ft. for the use of all residents of the building;
 - iii.) Private terraces or balconies as shown on the schedules; and
 - iv.) Residential lobby area as shown on the schedules for the use of all residents of the building.
 - (c) Building C
 - i.) Level 7, indoor amenity space at a minimum of 1100 sq. ft. for the use of all residents of the building.;
 - ii.) Level 7 accessible rooftop amenity space at a minimum of 1,600 sq. ft. for the use of all residents of the building.;
 - iii.) Private terraces or balconies as shown on the schedules; and
 - iv.) Residential lobby area as shown on the schedules for the use of all residents of the building.
- 3.9.2 Notwithstanding clause 3.9.1 and the Schedules of this agreement, the Development Officer may permit a relocation and reconfiguration of indoor and outdoor amenity space within and exterior to each building provided the same amount or greater of indoor and outdoor amenity space is provided.

- 3.9.3 Ground level semi-public outdoor amenity space shall be provided as shown on Schedule J and shall include an outdoor courtyard (public plaza), outdoor restaurant /retail café area, and raised park. The Development Officer may permit the location of features to be altered provided that the overall area of the feature is not reduced. The Development Officer may permit the addition of semi-public amenities not shown on Schedule J provided, in the opinion of the Development Officer, they are compatible with other elements of the semi-public area.
- 3.9.4 A private outdoor play area shall be provided as shown on Schedule J and shall consist of a minimum of the following:
- (a) 12 feet by 20 feet hard surface pad and a minimum of one regulation basketball hoop, pole and backboard, installed to a standard regulation height of 3.3m (10 feet);
 - (b) 20 foot by 20 foot grassed play area;
 - (c) 8 foot by 8 foot sandbox area with canopy; and
 - (d) small climbing structure and slide suited for ages 6 to 10 years old.
- 3.9.5 The Development Officer may permit additional amenity space or amenity features to be provided and may permit changes to amenity uses provided the proposed use is consistent for the intent of this agreement, to provide amenity uses for a broad range of users, is maintained.
- 3.9.6 All roof top space used for outdoor amenity space shall include a mix of landscaping components such as, but not limited to, pavers, planters, outdoor furniture or rooftop gardens.
- 3.9.7 Notwithstanding the Schedules, the Development Officer may permit additional amenity space throughout the proposed buildings at request of the Developer.
- 3.9.8 The Development Officer may permit a reduction in the amount of accessible roof top amenity space required in clause 3.9.1 where the amount required exceeds the Nova Scotia Building Code area or occupancy requirements and a second exit is required. Further the amount of reduction shall not be greater than required to eliminate the need for a second exit.

3.10 BICYCLE PARKING FACILITIES

- 3.10.1 Bicycle parking facilities, their location and any special requirements shall be provided in conformance with the requirements of the Land Use By-law for Halifax Peninsula, as amended from time to time.

3.11 OUTDOOR LIGHTING

- 3.11.1 Outdoor lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged to divert the light away from streets, adjacent lots and buildings.
- 3.11.2 Freestanding security lighting shall not exceed a height of 18 feet. All exterior lighting shall be directed downwards with luminaires shielded to prevent unnecessary glare.
- 3.11.3 The Developer shall have a qualified person prepare an exterior lighting plan for the building and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices;
 - (b) Demonstration that the outdoor lighting plan has been designed in accordance with Crime Prevention Through Environmental Design (CPETD) principles ensuring adequate lighting for all areas of the site; and

- (c) Certification from a qualified person that the lighting plan meets the requirements of this agreement.

3.11.4 Upon the issuance of the first Occupancy Permit for each building, the Developer shall provide to the Development Officer a letter from a qualified person, identifying that the installation of lighting meets the requirements of the lighting plan and this Agreement.

3.12 LANDSCAPING

3.12.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

3.12.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule J. 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.

3.12.3 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as pergolas, benches, etc. shall be provided to the Development Officer or shall be noted on the Landscape Plan required by Subsection 3.12.2, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of individual buildings and the character of the surrounding area.

3.12.4 Planting details for each type of plant material proposed on the Landscape Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety). Mass shrub plantings or mixed shrub and ground cover plantings are preferred instead of perennial beds.

3.12.5 Landscaped areas shown on the Schedules shall be either active areas generally accessible to building occupants and shall contain a combination of concrete pavers, walkways, sod, ground cover, shrubs, deciduous and coniferous trees, site furnishings and landscaping features, or may be extensive (passive) landscaped roof areas designed to be generally accessible to building occupants, self-sustaining, and requiring minimal maintenance. All landscaped areas shall be designed to be accessible.

3.12.6 Landscaped areas shown on the Schedules shall include but not be limited to the following:

- (a) outdoor play area;
- (b) the planting of street style or ornamental trees at a regular interval along the Young Street frontage of Building A. Trees may be planted in the ground or be contained in planters if recommended by the Landscape Architect;
- (c) courtyard raised park area (located northeast of Building A);
- (d) courtyard area including a mixture of outdoor seating areas, street furniture, planters, pavers, grassed areas, street style trees, shrubs and annual and perennial plantings.
- (e) the planting of coniferous trees at a regular interval within and adjacent to the above ground parking areas. Trees may be planted in the ground or be contained in planters if recommended by the Landscape Architect;
- (f) coniferous trees at regular intervals adjacent the northwestern property line;
- (g) fencing throughout the site required for safety and security;
- (h) security fencing along the northwestern property line subject to the specifications and requirements of the Department of National Defence and Halifax Water;
- (i) partial rooftop landscaping of amenity space which is not private; and
- (j) any landscaping required for managing wind impacts.

- 3.12.6 Prior to issuance of the first Occupancy Permit 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 Development Agreement.
- 3.12.7 Notwithstanding Section 3.12.3, the 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.
- 3.12.2 All disturbed areas shall be reinstated to original condition or better.

3.13 SIGNS

- 3.13.1 These requirements shall not apply to any sign regulated under HRM By-law S-800 (A By-law Respecting Requirements for the Licensing of Temporary Signs).
- 3.13.2 The following signs shall be permitted and do not require a development permit:
- (a) name and street number of residential and non-residential buildings;
 - (b) "No Trespassing" signs and other such signs regulating the use of a property, provided said sign does not exceed 0.19 square metres (2 square feet) in area;
 - (c) "For Sale" or "For Rent" signs, provided such signs do not exceed 2.97 square metres (32 square feet) per face;
 - (d) signs regulating traffic within the parking lot or giving direction (wayfinding) or identifying the function of part or all of a building, provided that such signs do not exceed 0.46 square metres (5 square feet) in area. For the purposes of permitting a combined wayfinding signage, signs are permitted to a maximum of 0.46 square metres (5 square feet) in area per wayfinding direction;
 - (e) signs erected by a governmental body or public authority such as traffic signs, railroad crossing signs, signs identifying public properties and buildings without limitation as to the maximum sign areas, and lists of electors;
 - (f) memorial signs or tablets and signs denoting the date or erection of a building as well as signs identifying historic sites;
 - (g) flag, pennant, or insignia of any government or religious, charitable, or fraternal organization;
 - (h) signs which are incidental to construction and are located on the same lot, if such sign does not exceed 5.95 square metres (64 square feet) in area;
 - (i) window signs that do not cover more than 25% of the window area; and
 - (j) notices of religious or patriotic demonstrations and public exhibitions.
- 3.13.3 The following signs shall not be permitted or erected, notwithstanding anything else contained in this agreement:

- (a) signs having flashing or moving illumination which varies in intensity or colour, signs having moving parts, whether caused by mechanical apparatus, electrical pulsation, or normal wind current;
- (b) any sign which creates a hazard to public safety;
- (d) any sign proximate to a roadway or driveway which obstructs the vision of vehicular drivers whether by its location, appearance or illumination or which obscures or obstructs any traffic control sign or device of any public authority;
- (e) any sign which obstructs access to or from a fire escape, door, window, or other required fire exit;
- (f) signs which resemble traffic control signs of any public authority, whether by shape, colour, message or location which would interfere with or confuse traffic along a public road;
- (g) any sign which advertises a product which is no longer sold or a business which is no longer in operation;
- (h) signs which are not located on the same lot as the commercial establishment, which state the name of the said establishment and the type of business or products of said establishments;
- (i) string lights, other than for temporary holiday decoration whose illumination is unshielded from adjacent properties;
- (k) searchlights, pennants, spinners, banners, and streamers, except for temporary uses such as grand openings and exhibitions;
- (l) window signs which cover more than 25% of the window area.
- (m) signs located on or affixed to the roof of any structure; and
- (n) signs affixed to natural objects (trees, stones).

3.13.4 Facial wall signs shall meet the following requirements:

- (a) shall not extend above the top of the wall on which it is affixed;
- (b) shall not extend beyond the extremities of the wall on which it is affixed;
- (c) shall not have an area which exceeds ten (10) percent of the area of the facade on which it is attached;
- (d) shall not have a total area for all facial wall signs which exceed fifteen (15) percent of the area of the facade to which they are attached;
- (e) a maximum of two fascial wall signs are permitted for each business if both fascial wall signs are located separate façades of the premises, except where a business is located on a building corner where one additional fascia sign shall may be permitted; and
- (f) on an individual building, fascial wall signs may contain more than one message per business premise.

3.13.5 Projecting wall signs shall meet the following requirements:

- (a) shall not project over a public right-of-way unless otherwise provided for in this Agreement;
- (b) shall not project more than 1.83 metres (6 feet) from the wall on which it is attached;
- (c) shall not project above the eaves, parapet or roof line of a building;
- (d) shall not be erected below a height of 3.05 metres (10 feet) above grade;
- (e) shall not have a single face area greater than 1.49 square metres (16 square feet); and
- (f) canopies and awnings incorporating signage are not subject to subsections a), c), d), and e); and
- (g) shall be either non-illuminated or illuminated from the front (not back-lit).

3.13.6 Ground sign shall meet the following requirements:

- (a) one shared ground sign shall be permitted at each driveway entrance and one additional building specific ground sign shall be permitted for each building for a total of five ground signs. Each sign may include building and site identification and address information and commercial signage;

- (b) shall not exceed a height of 4.88 metres (16 feet) from the grade to the highest part of the sign;
- (c) shall not be set back less than 0.91 metres (3 feet) from any lot line; and
- (d) shall not exceed 4.65 square metres (50 square feet) in size per face.

3.13.7 Illuminated signs shall be permitted provided the lighting for signage does not create a safety hazard and provided such illumination is directed away from adjoining properties and any adjacent streets.

3.13.8 Ornamental plants shall be planted and maintained around the entire base any ground sign as part of the required landscaping.

3.14 SCREENING

3.14.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

3.14.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Windsor Street and Young Street. 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.

3.14.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened from view and incorporated in to the architectural treatments and roof structure. Where possible mechanical equipment shall be grouped together to reduce visual impact.

3.14.4 Any ground based mechanical equipment shall be screened with a combination of fencing, landscaping or building elements.

3.15 HOURS OF OPERATION

3.15.1 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 10:00pm.

3.15.2 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

3.16 TEMPORARY CONSTRUCTION BUILDING

3.16.1 Building(s) shall be permitted on the Lands for housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building(s) shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.17 MAINTENANCE

3.17.1 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.

PART 4: STREETS AND MUNICIPAL SERVICES

- 4.1 All design and construction shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.
- 4.2 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation of on-site/ off-site underground services, overhead wires and traffic signals to accommodate the needs of the development.
- 4.3 All secondary or primary (as applicable) electrical, telephone and cable service to all buildings shall be underground installation.
- 4.4 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer.
- 4.5 For all buildings, securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.
- 4.6 The building shall include designated space for five stream (refuse, recycling and composting) source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.
- 4.7 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.8 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

- 5.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.
- 5.2 Erosion and Sedimentation Control and Grading Plans**
 - 5.2.1 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a

detailed Erosion and Sedimentation Control Plan. The plans shall comply 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 site until the requirements of this clause have been met and implemented.

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plan

5.1.1 Prior to the commencement of any site work on the Lands, including earth movement 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 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 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 Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

5.2 Sulphide Bearing Materials

5.2.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

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

- (a) Changes to the landscaping requirements as detailed in Section 3.12 or which, in the opinion of the Development Officer, do not conform with Schedule J;
- (b) Changes to the sign requirements as detailed in Section 3.13;
- (c) Changes to the land use requirements as detailed in Sections 3.3.2 through 3.3.4;
- (d) Changes to the architectural requirements as detailed in Sections 3.7.7 through 3.7.19;
- (e) Changes to building architecture as a result of the wind impact assessment as identified in 3.7.21, 3.7.22 and 3.7.23;
- (f) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (g) The length of time for the completion of the development as identified in Section 7.5.1 of this Agreement;

6.2 Substantive Amendments

- 6.2.1 Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within 3 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean issuance of a Development Permit.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

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

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after 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 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four (24) hours of receiving such a request.

8.2 Failure to Comply

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, then in each such case:

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

Witness

Per: _____

Witness

Per: _____

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

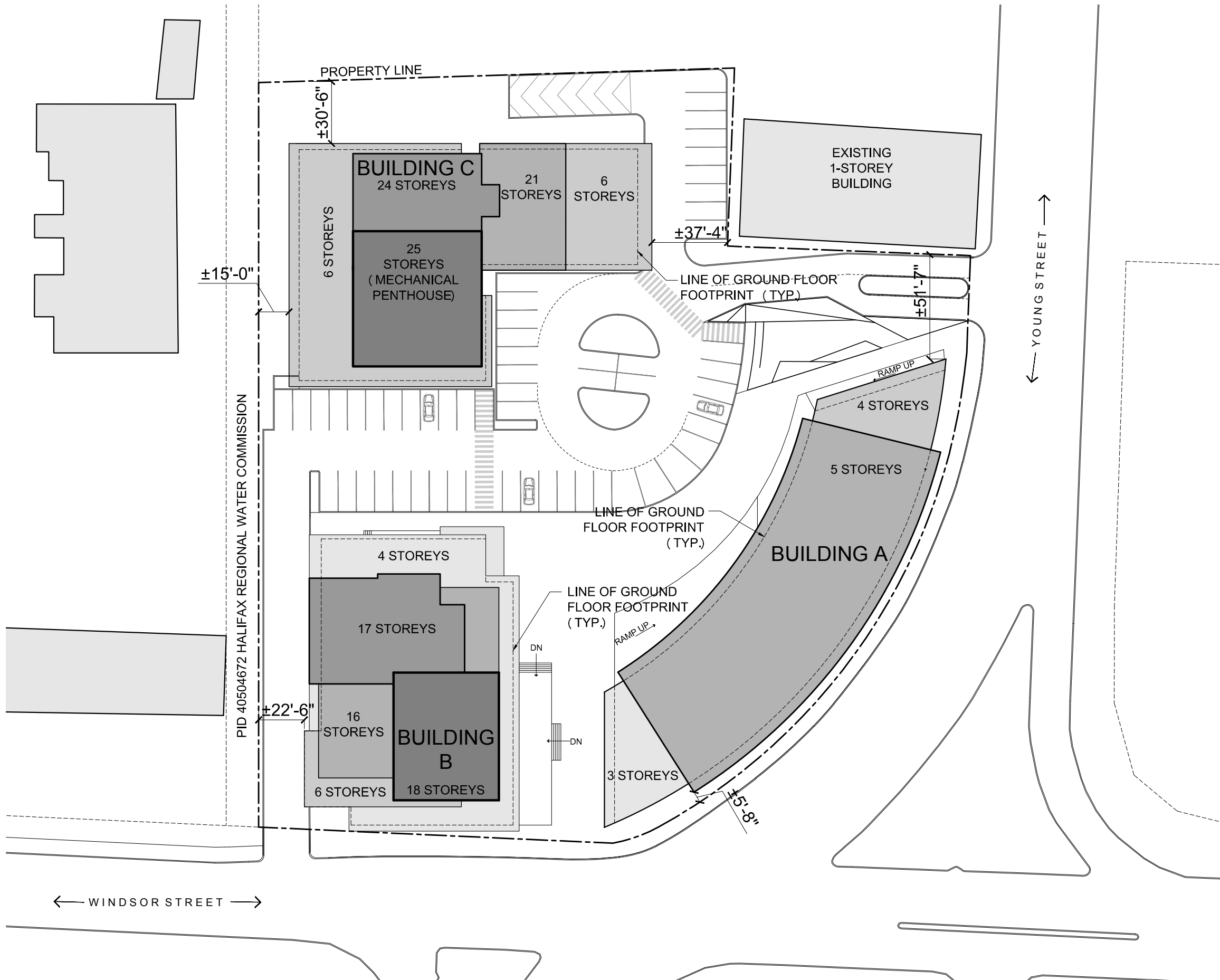
HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
MAYOR

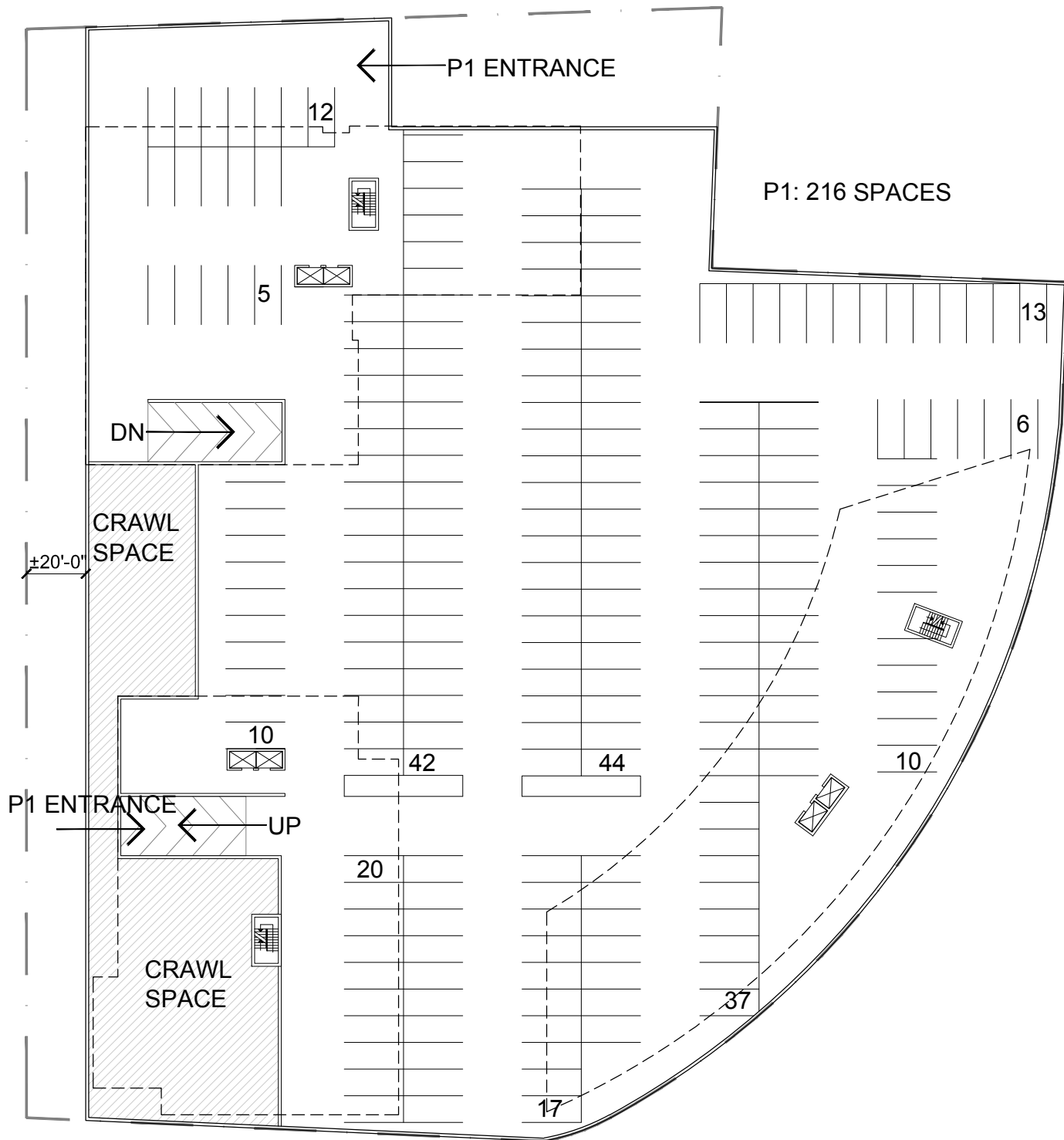
Witness

Per: _____
MUNICIPAL CLERK

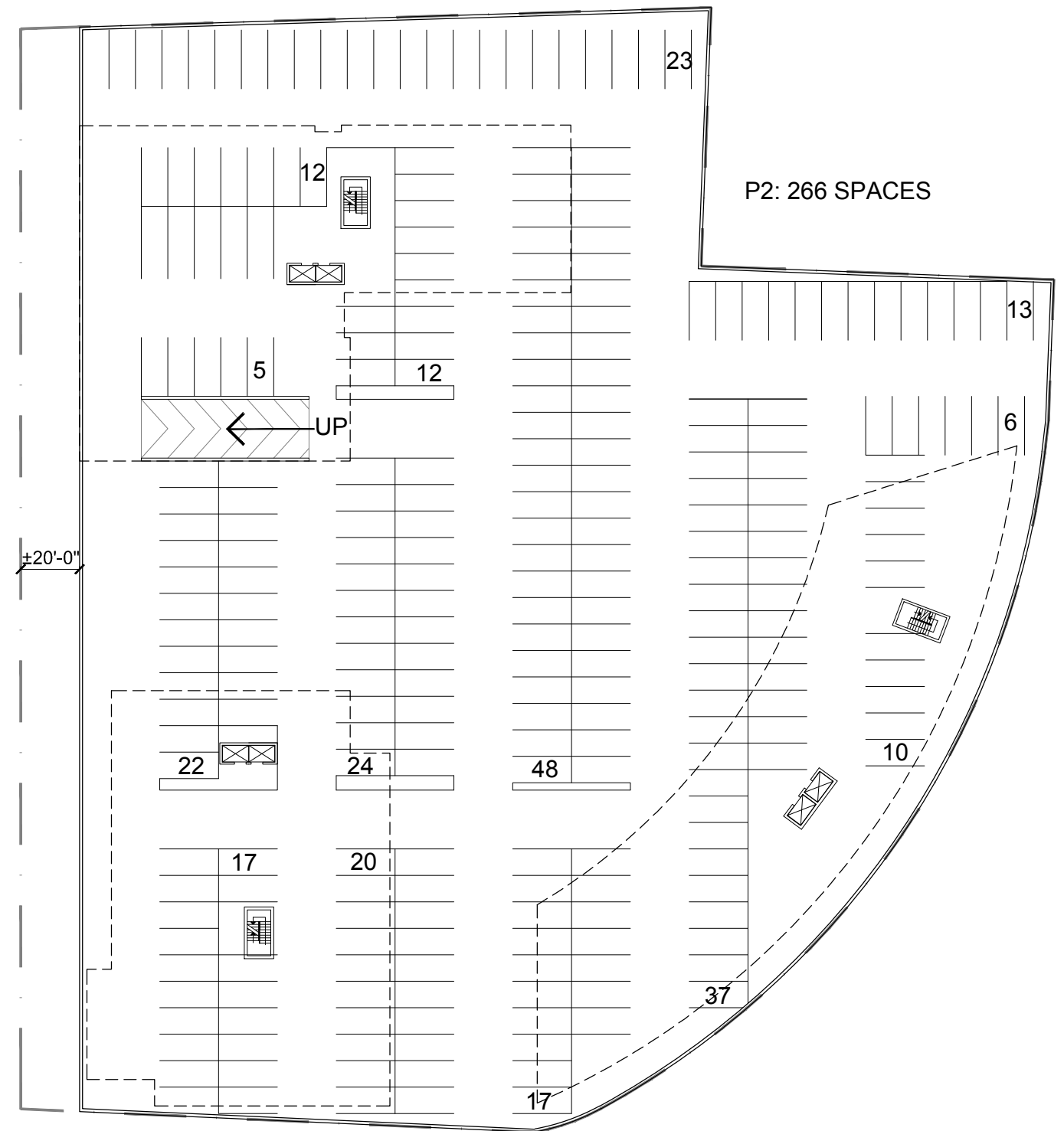


SITE DATA	
PROPERTY AREA	± 109,116 SF
COMBINED BUILDING FOOTPRINT	± 41,551 SF
COMBINED SITE COVERAGE	± 38.1%
COMBINED GROSS FLOOR AREA	± 477,853 SF
TOTAL FLOOR AREA RATIO	4.38
TOTAL GROUND FLOOR RETAIL	± 25,880 SF
TOTAL COMMERCIAL AREA	± 74,597 SF
BELOW GRADE PARKING	± 482
ABOVE GRADE PARKING	± 55
TOTAL RESIDENTIAL UNIT COUNT	± 341
TOTAL 1 BR UNITS	± 169 (50%)
TOTAL 2 BR+ UNITS	± 172 (50%)
BUILDING A	
TOTAL STOREYS	5
FOOTPRINT	± 13,899 SF
SITE COVERAGE	± 12.7%
TOTAL BUILDING GROSS FLOOR AREA	± 71,461 SF
FLOOR AREA RATIO	0.65
BUILDING B	
TOTAL STOREYS	18
FOOTPRINT	± 13,266 SF
SITE COVERAGE	± 12.2%
TOTAL BUILDING GROSS FLOOR AREA	± 166,037 SF
FLOOR AREA RATIO	1.52
BUILDING C	
TOTAL STOREYS	24
FOOTPRINT	± 14,386 SF
SITE COVERAGE	± 13.2%
TOTAL BUILDING GROSS FLOOR AREA	± 240,355 SF
FLOOR AREA RATIO	2.2

Schedule B - Site Plan

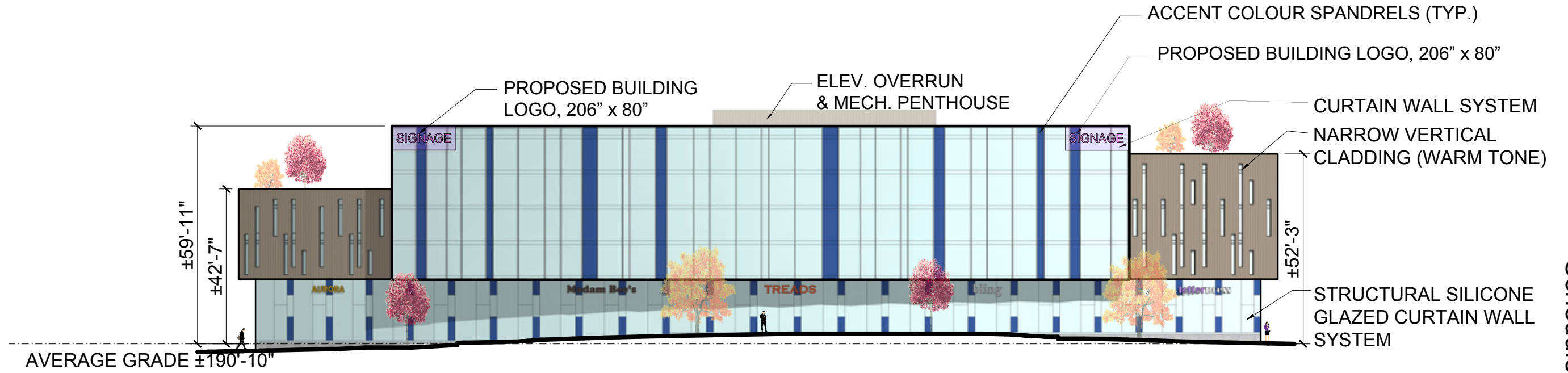


1 UPPER LEVEL (P1)
A02 SCALE: 1" = 50'-0"

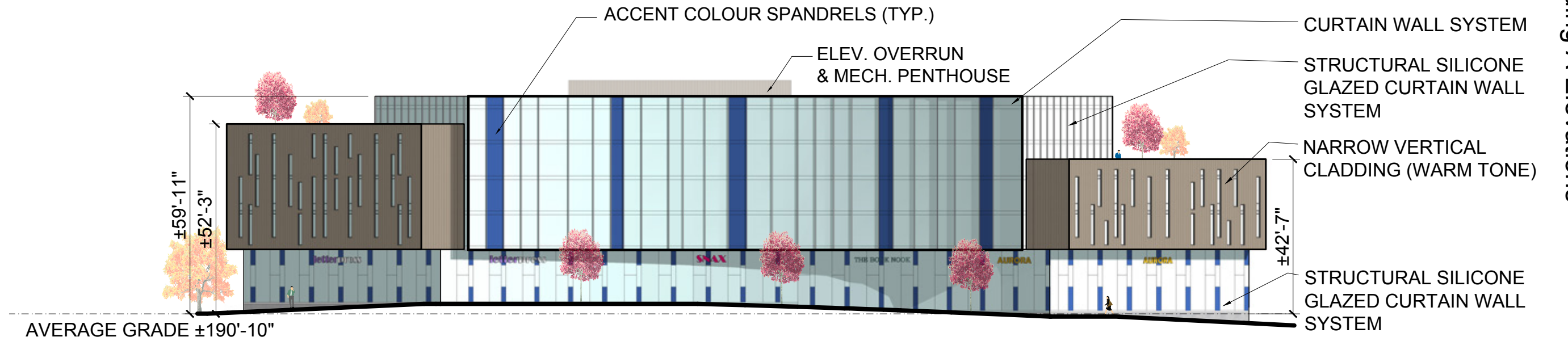


2 LOWER LEVEL (P2)
A02 SCALE: 1" = 50'-0"

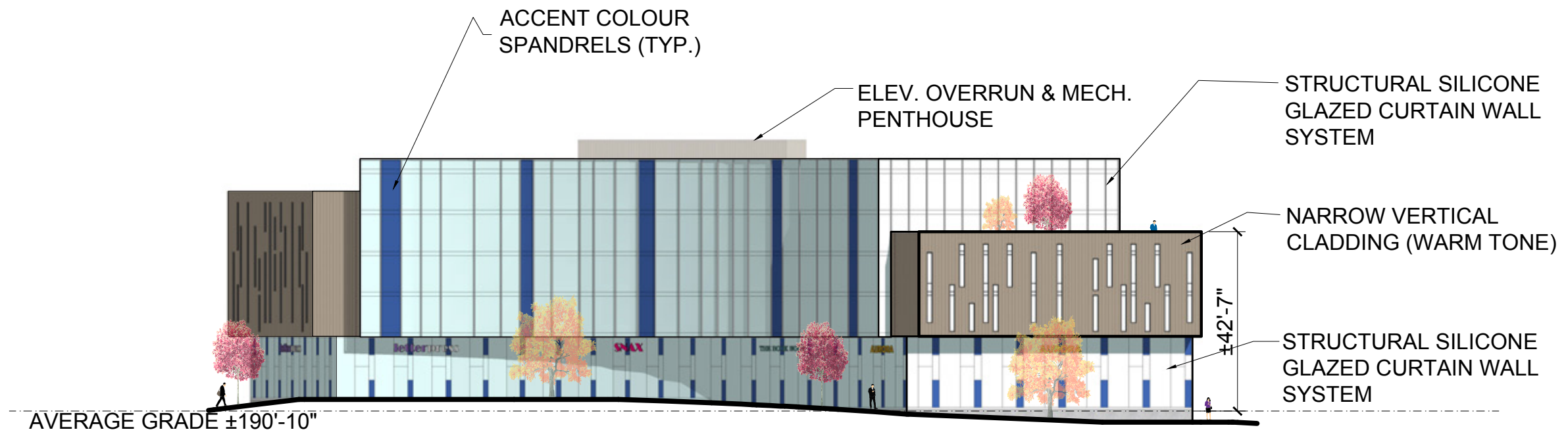
Schedule C - Underground Parking Plan



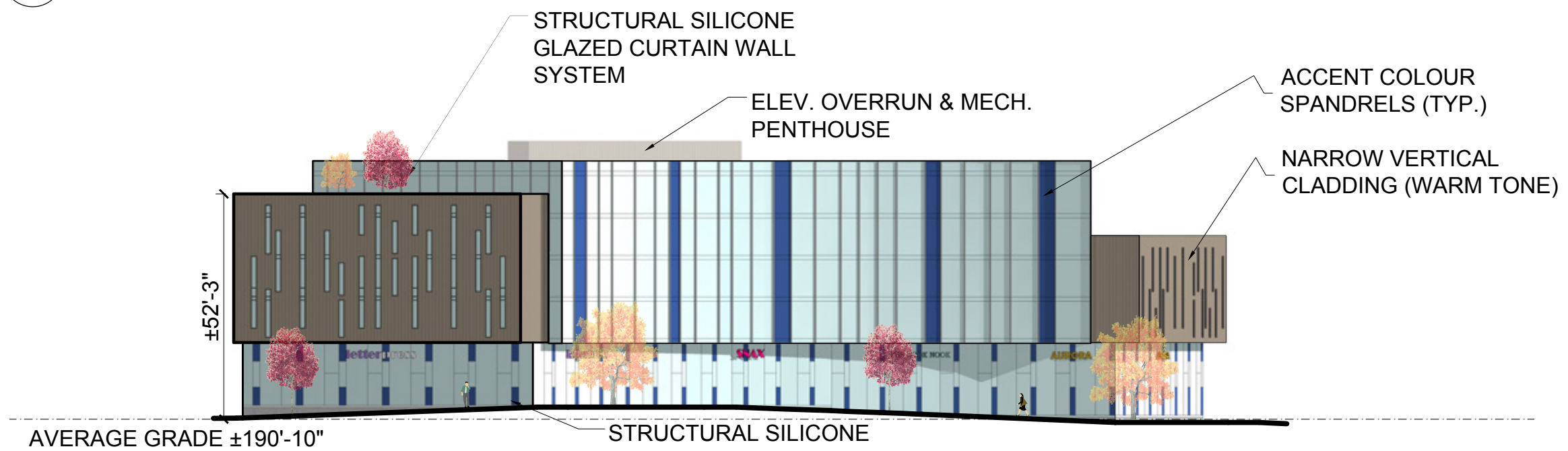
1 EAST ELEVATION
A05 SCALE: 1" = 30'=0"



2 WEST ELEVATION
A05 SCALE: 1" = 30'=0"

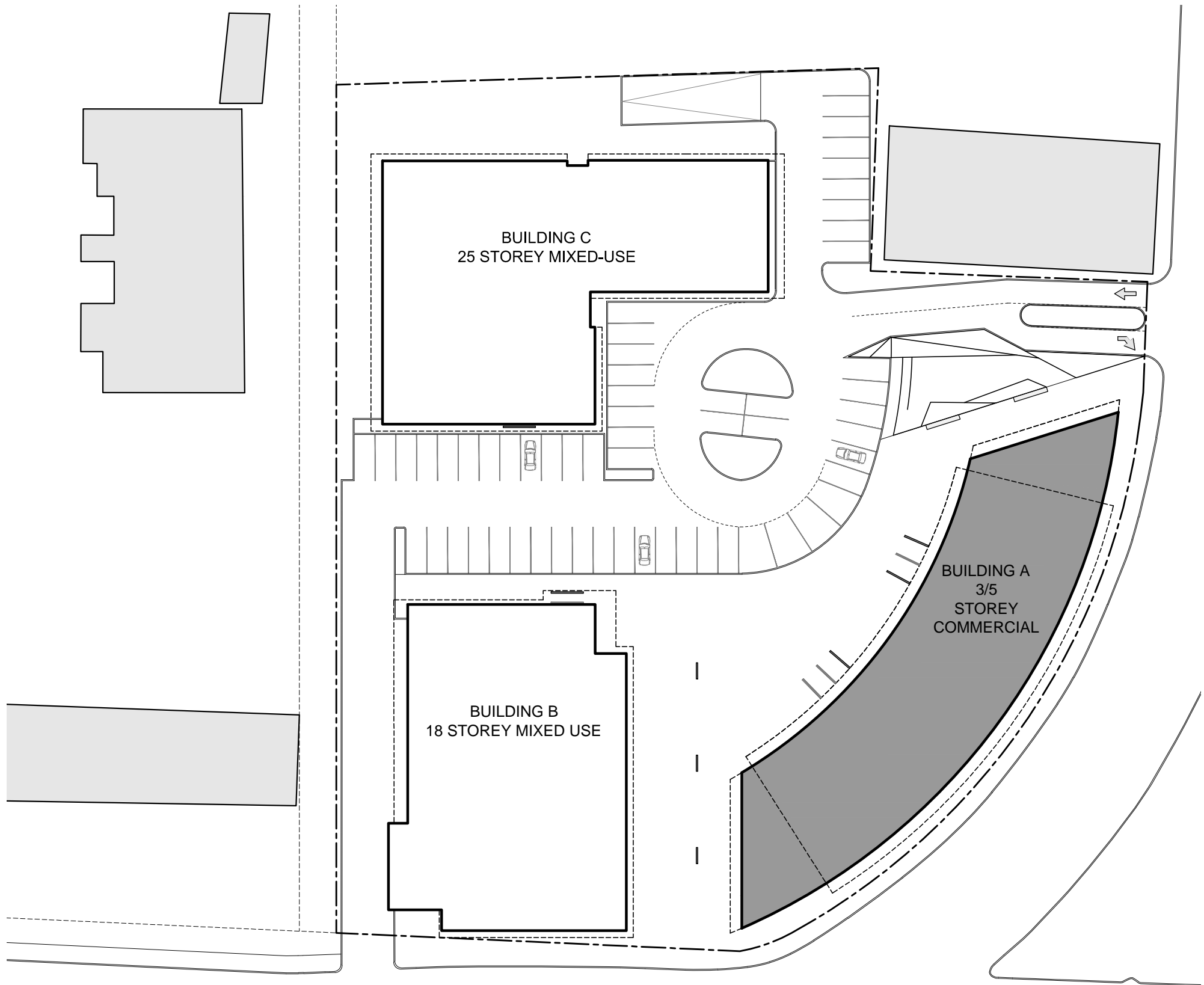


1 SOUTH ELEVATION
A06 SCALE: 1" = 30'=0"



2 NORTH ELEVATION
A06 SCALE: 1" = 30'=0"

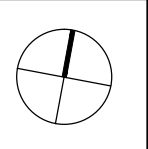
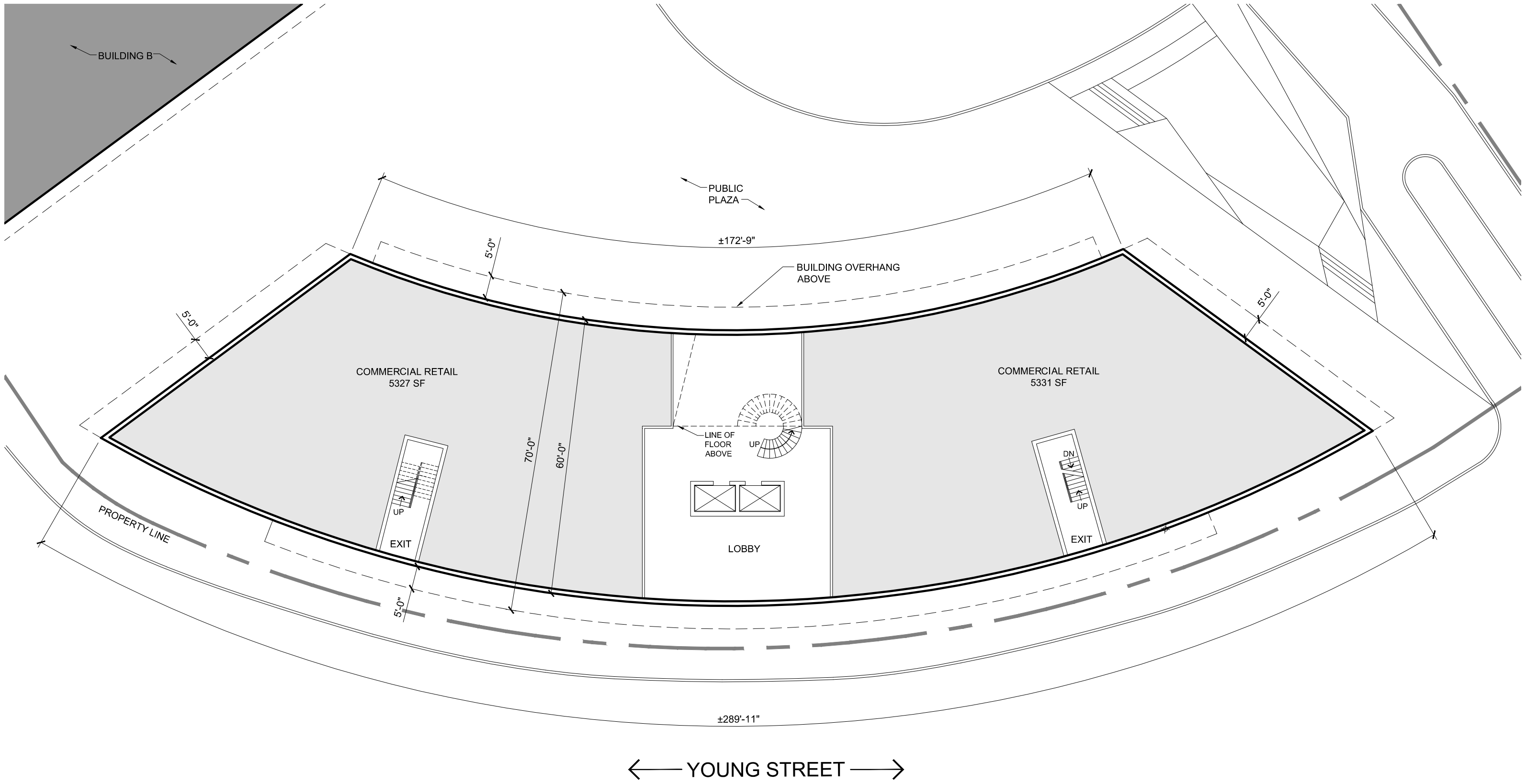
Schedule D - Building A Elevations

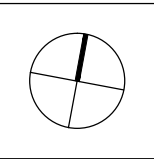
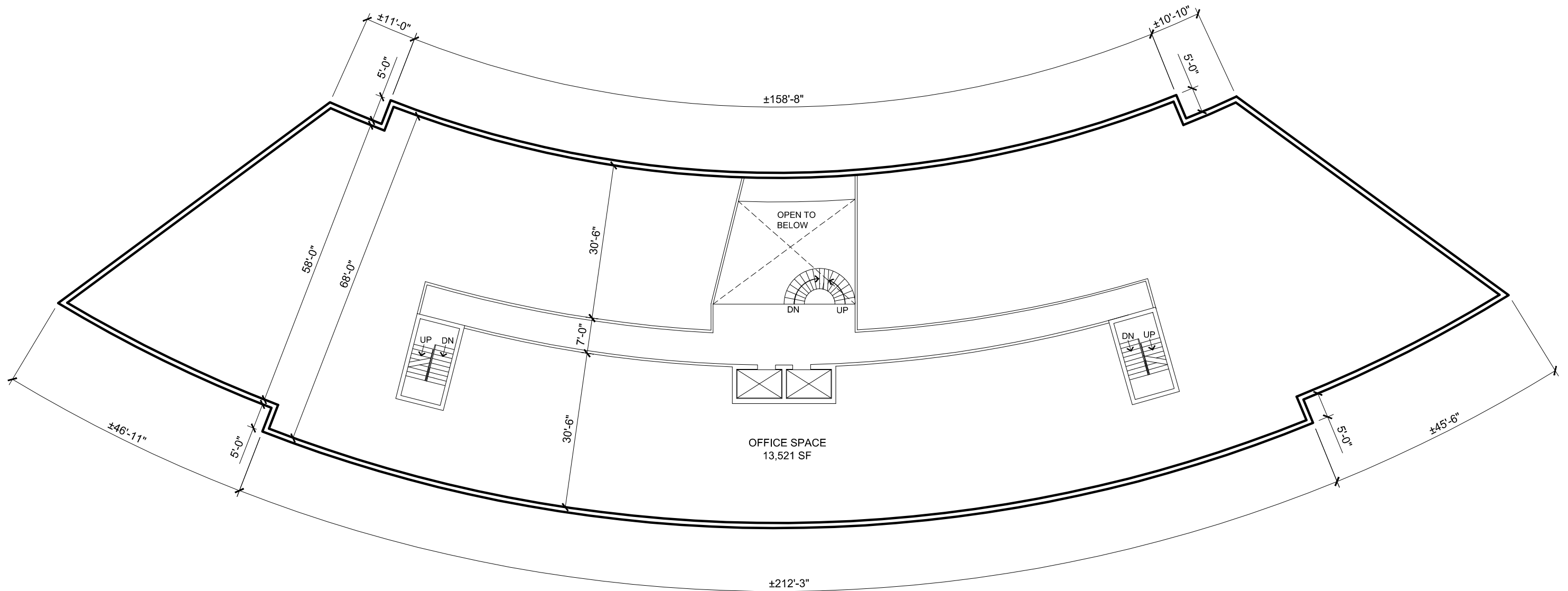


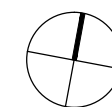
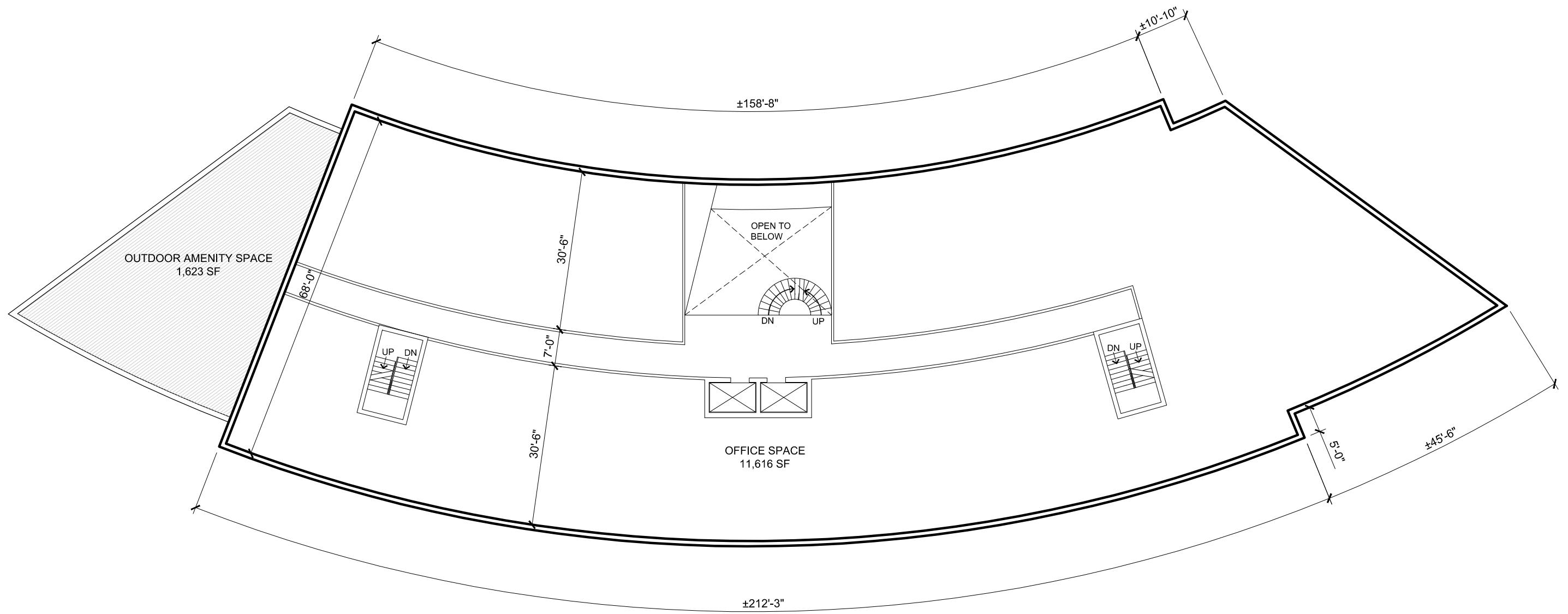
BUILDING A DRAWING PACKAGE

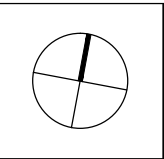
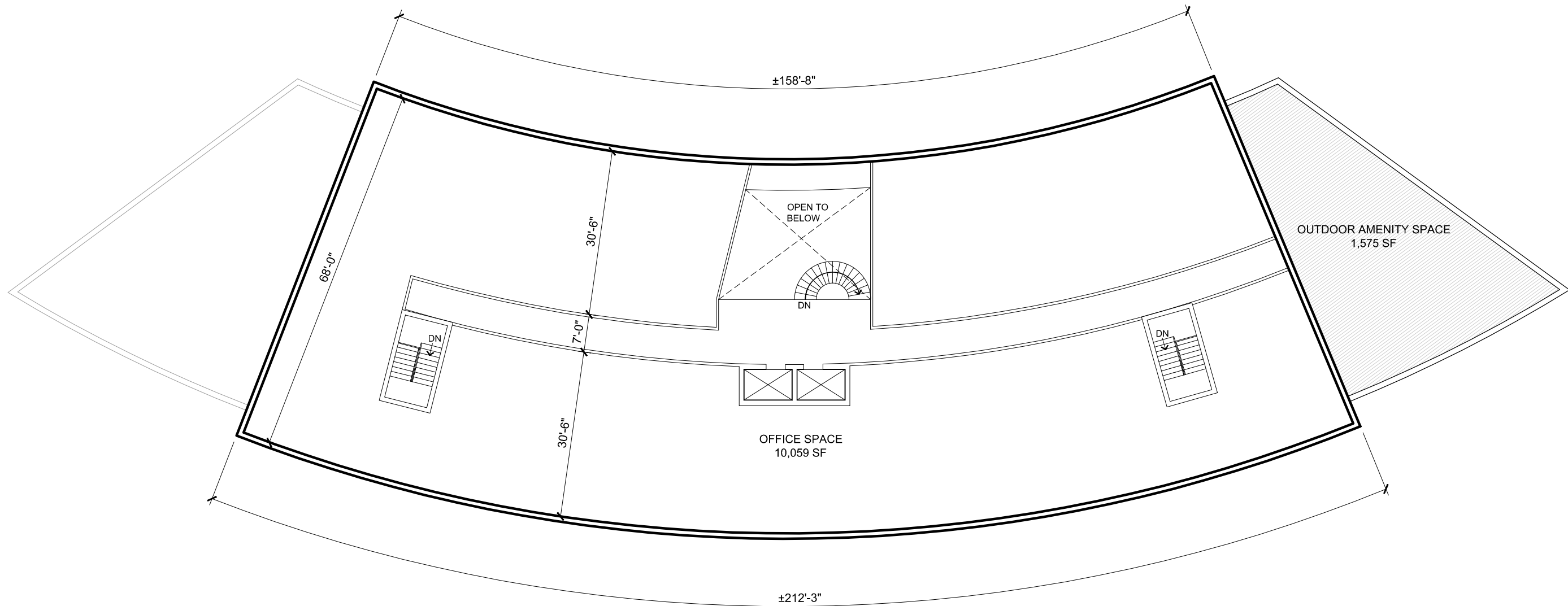
GROUND FLOOR COMMERCIAL RETAIL AREA:	± 10,658 SF
LEVEL 200-500 OFFICE SPACE:	± 48,717 SF
TOTAL COMMERCIAL AREA:	± 59,375 SF
OUTDOOR AMENITY SPACE:	± 3,198 SF

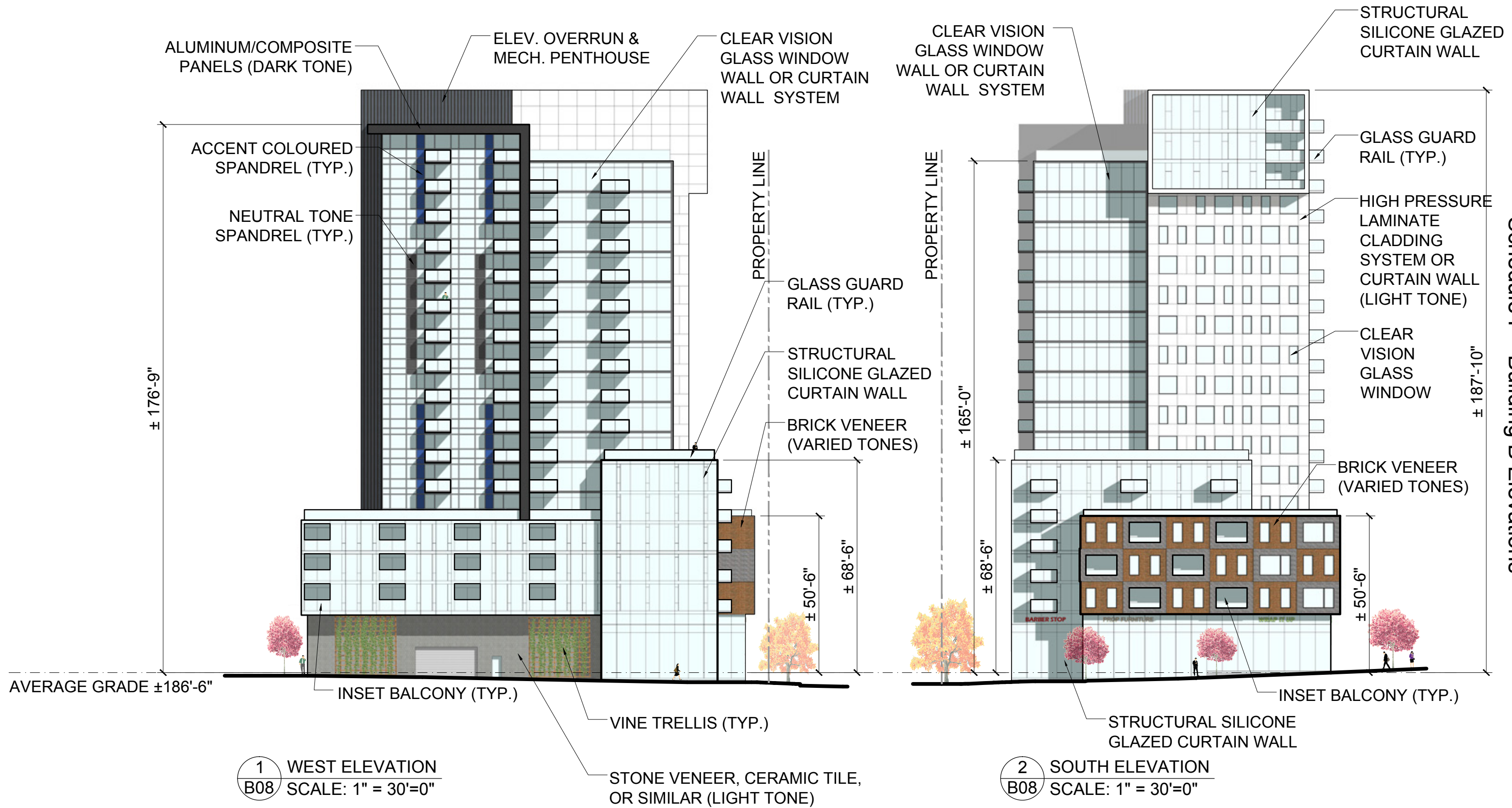
Schedule E - Building A Floor Plans



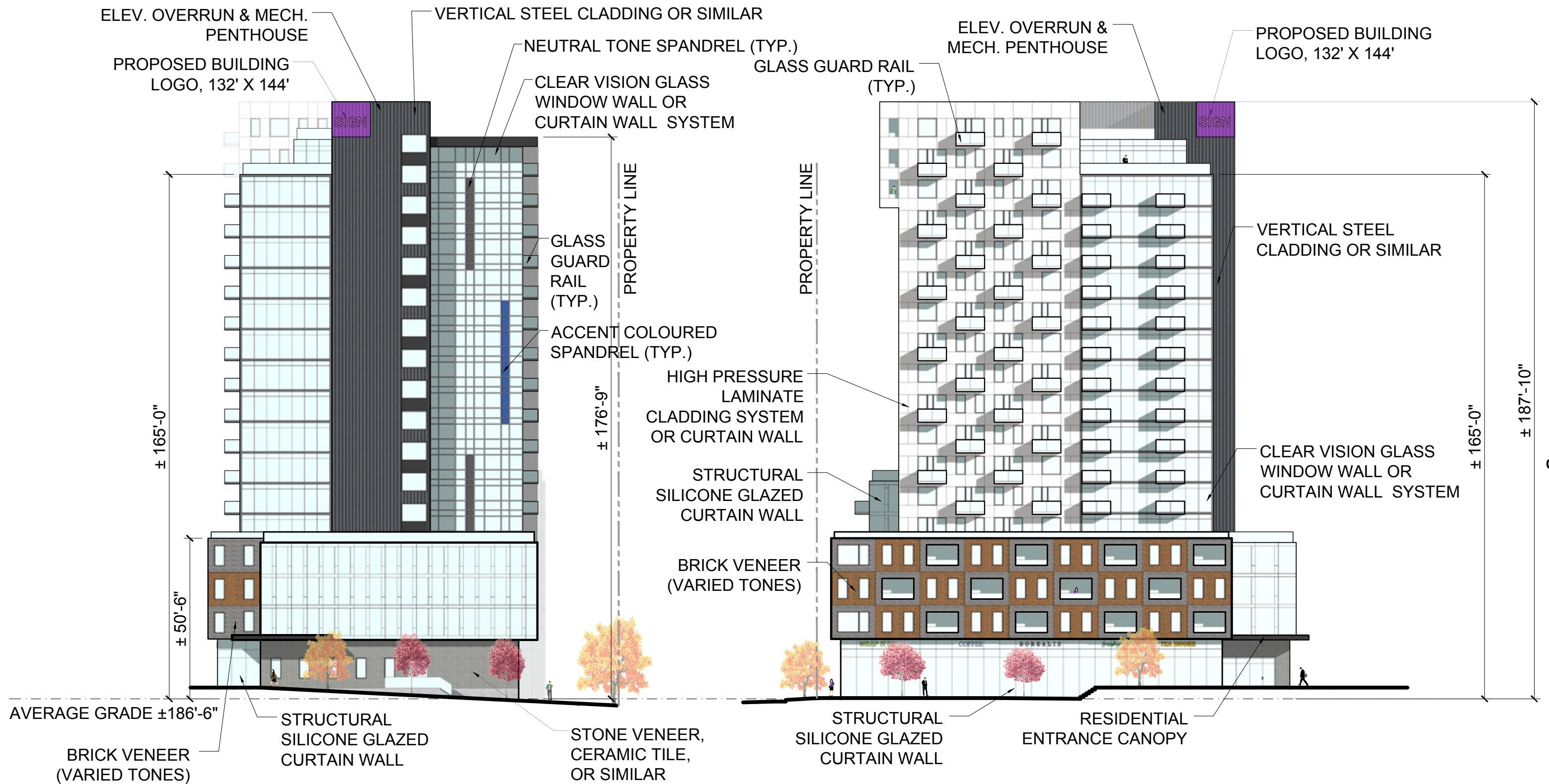








Schedule F - Building B Elevations

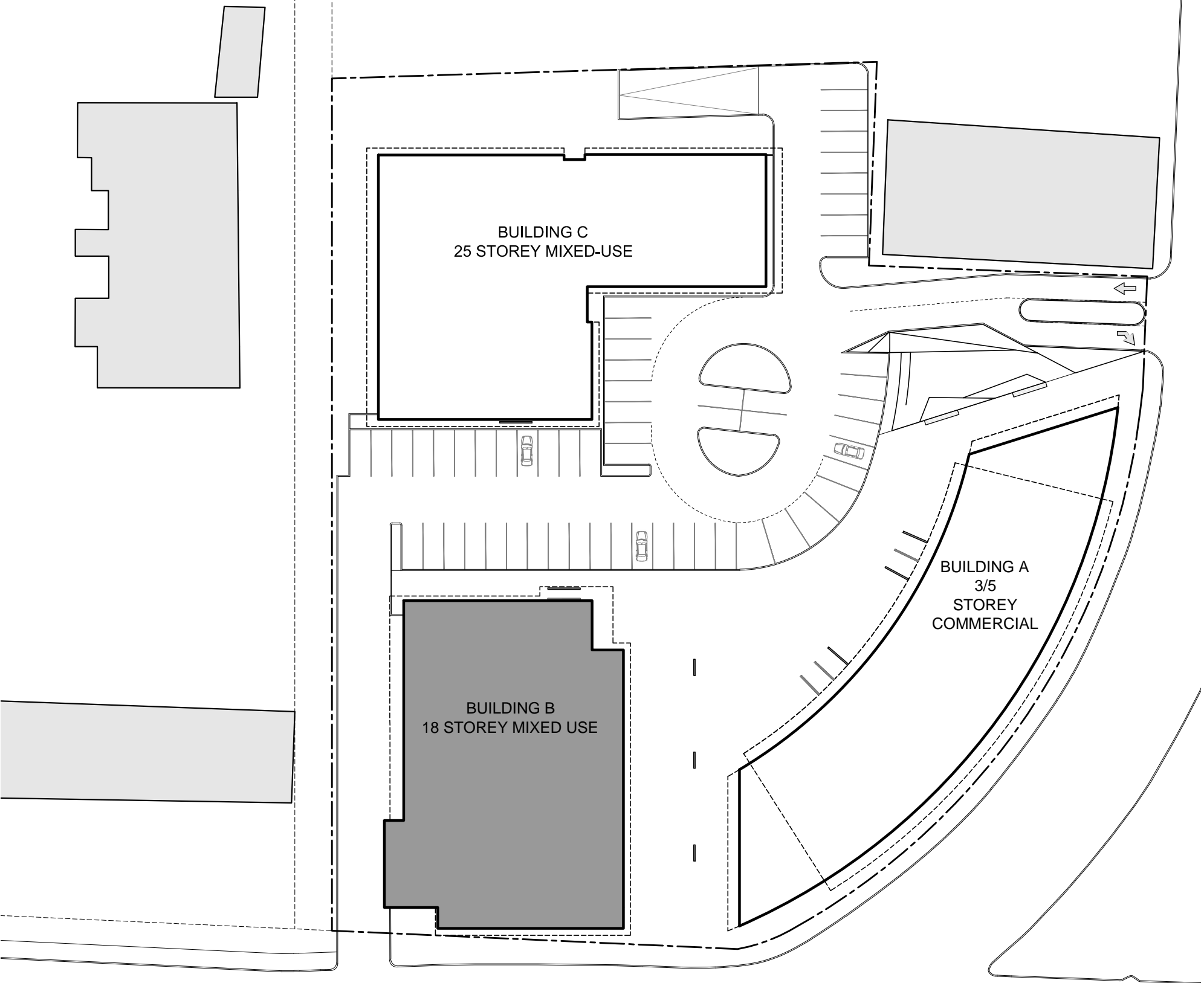


1 NORTH ELEVATION
B09 SCALE: 1" = 30'=0"

2 EAST ELEVATION
B09 SCALE: 1" = 30'=0"

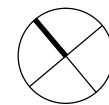
Schedule F - Building B Elevations

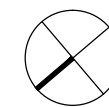
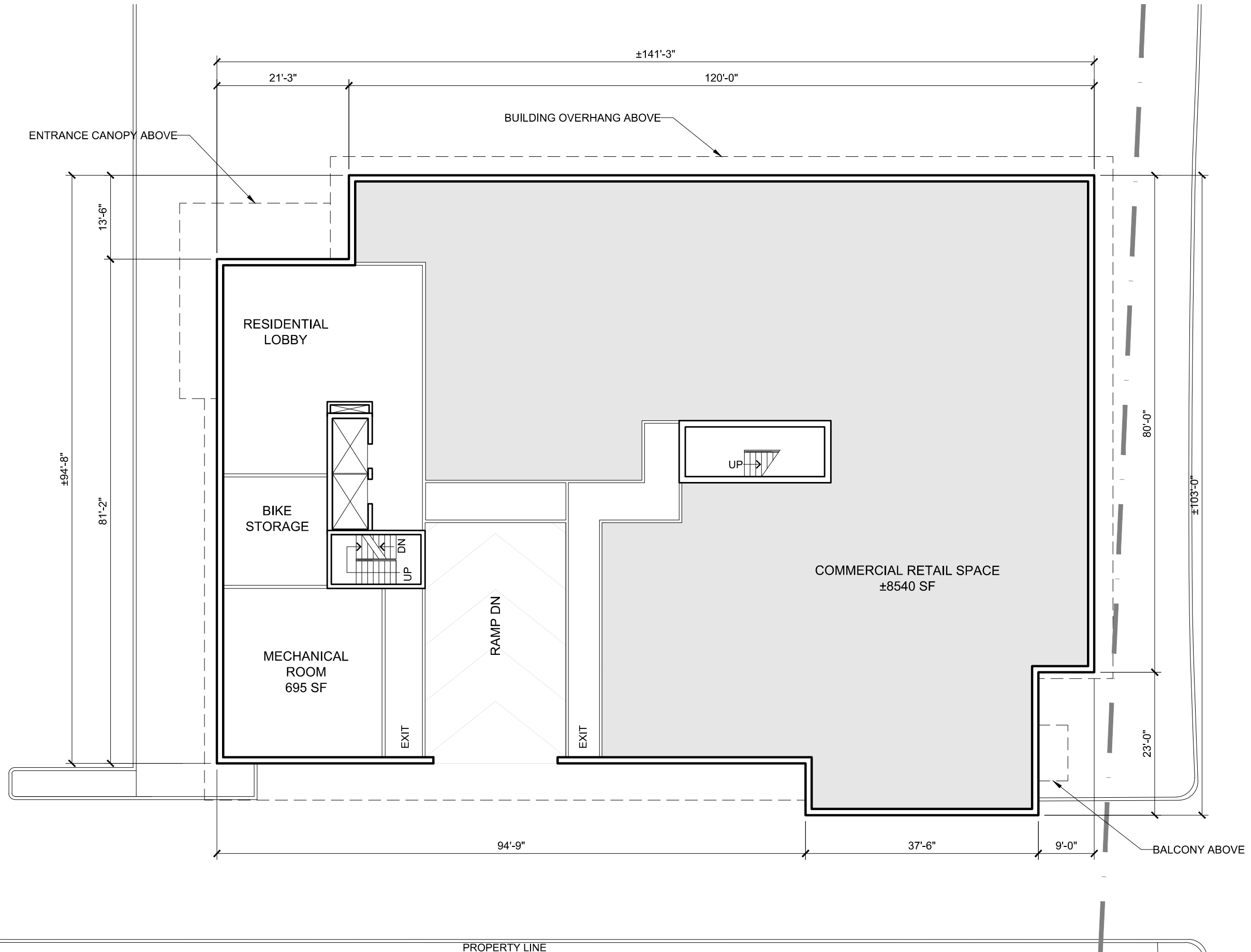
BUILDING B DRAWING PACKAGE

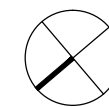
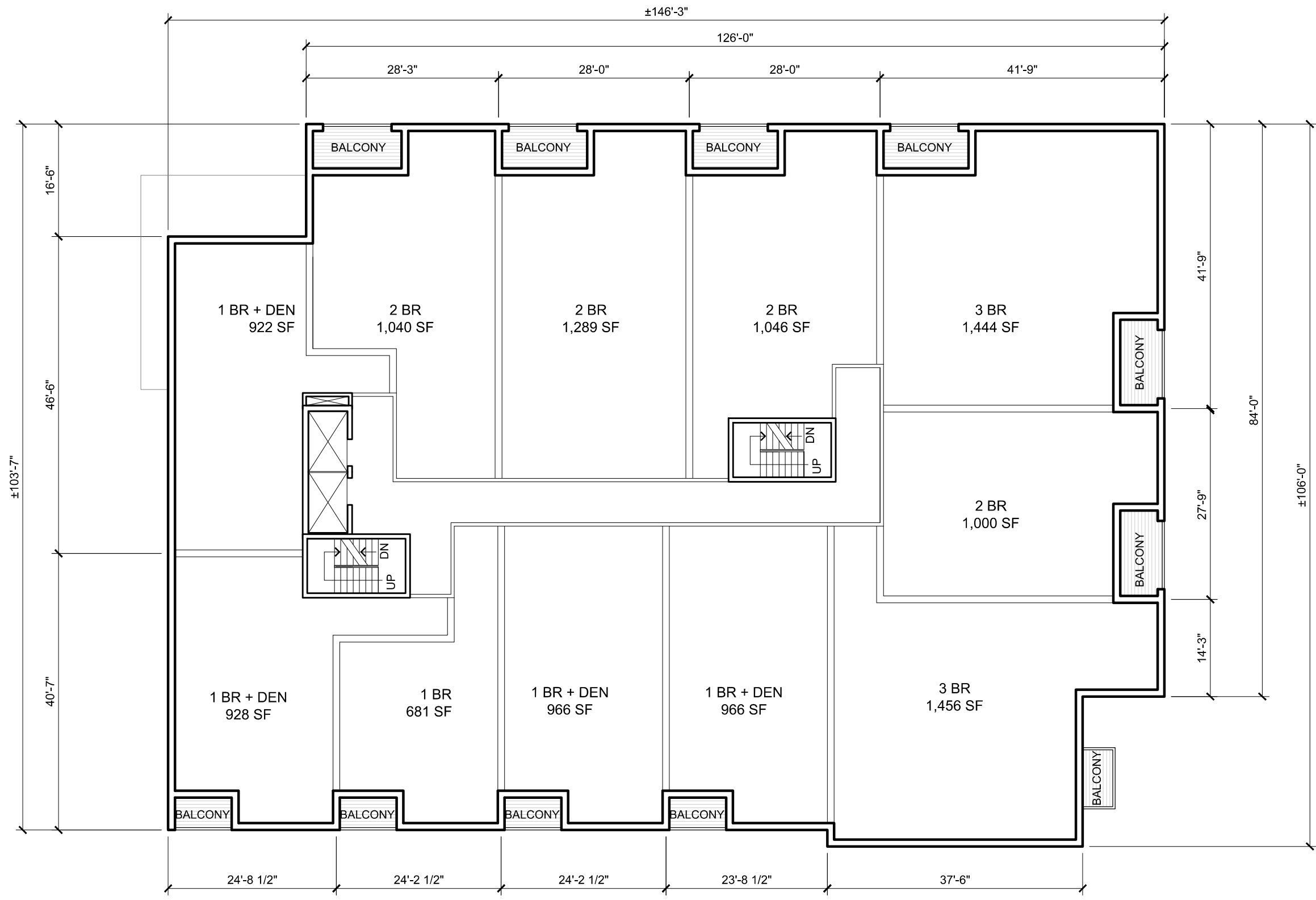


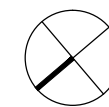
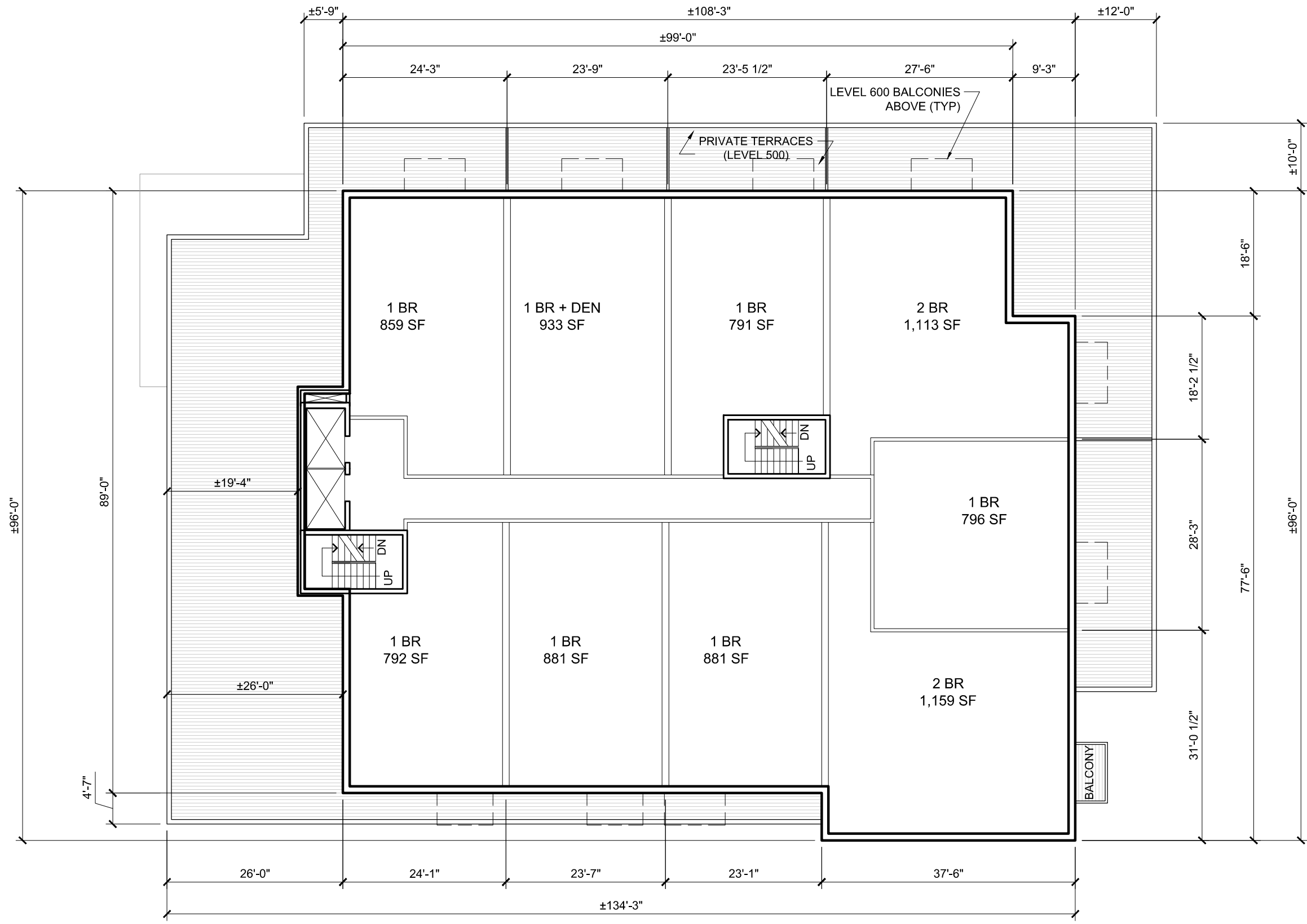
BUILDING B DATA TABLE					
LEVEL	1BR	1BR + DEN	2BR	3BR	TOTAL
200-400	3	12	12	6	33
500-600	12	2	4	-	18
700-1500	45	9	18	-	72
1600	5	1	2	-	8
1700	3	-	1	-	4
1800	-	-	-	2	2
TOTALS	68 (50%)	24 (17%)	37 (27%)	8 (6%)	137
DENSITY					
1 BR UNITS	92 x 2 ppl		184		
2+ BR UNITS	45 x 2.25 ppl		101		
TOTAL			285		
INDOOR AMENITY SPACE AREA (LEVEL 1700):			± 884 SF		
OUTDOOR AMENITY SPACE AREA (LEVEL 1700):			± 1,662 SF		
GROUND FLOOR COMMERCIAL RETAIL AREA:			± 8,540 SF		

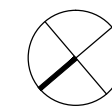
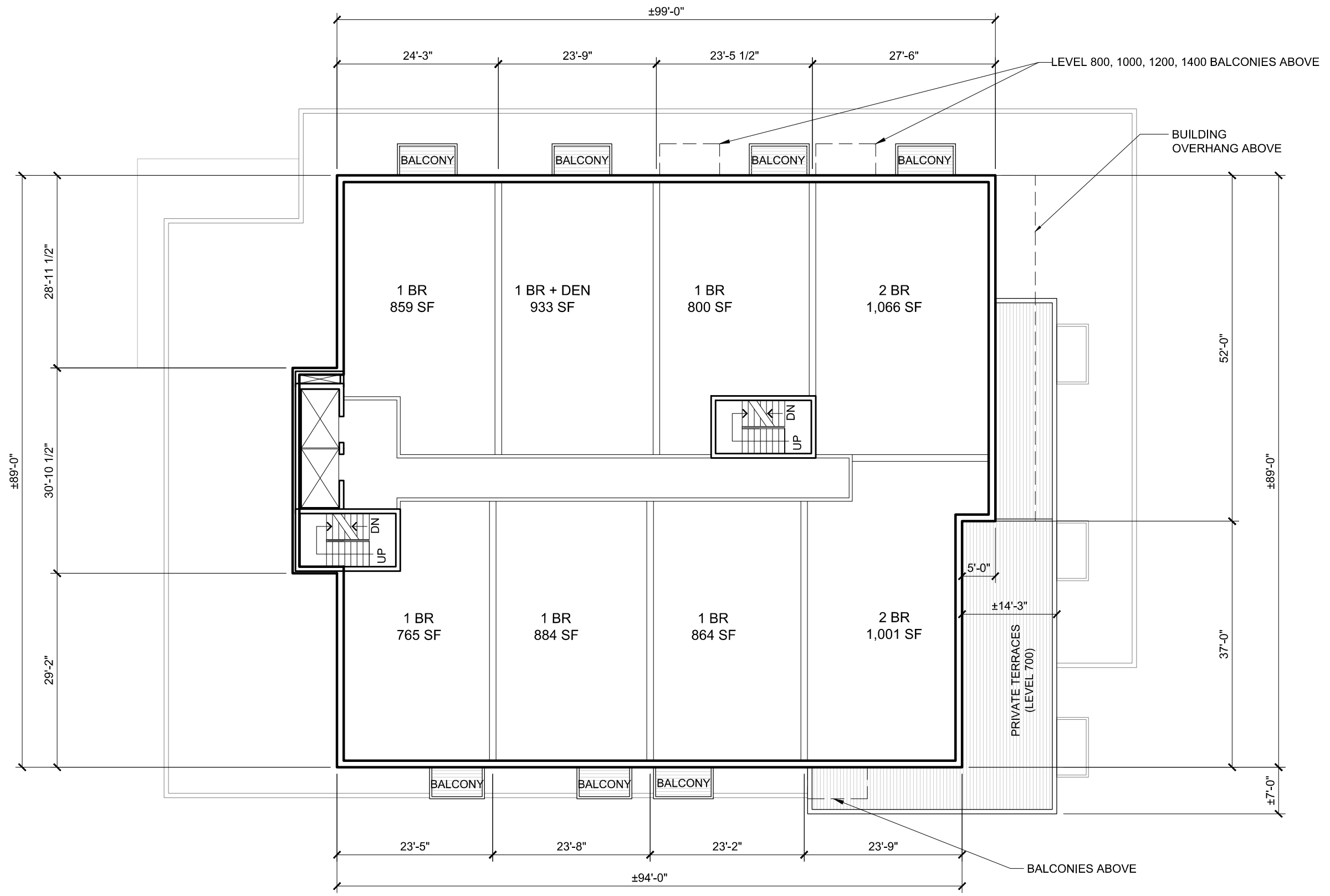
Schedule G - Building B Floor Plans

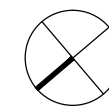


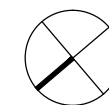
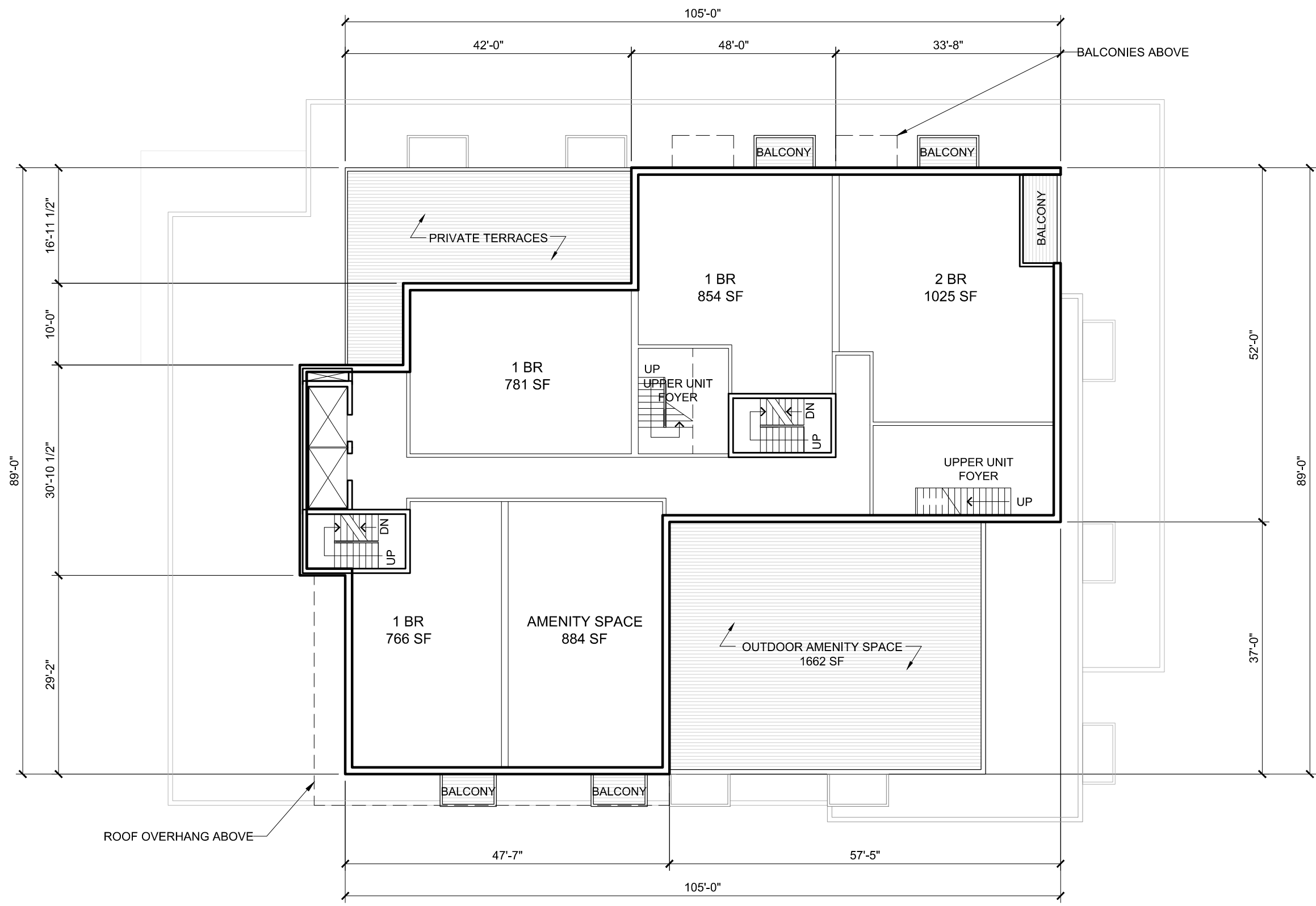


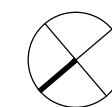
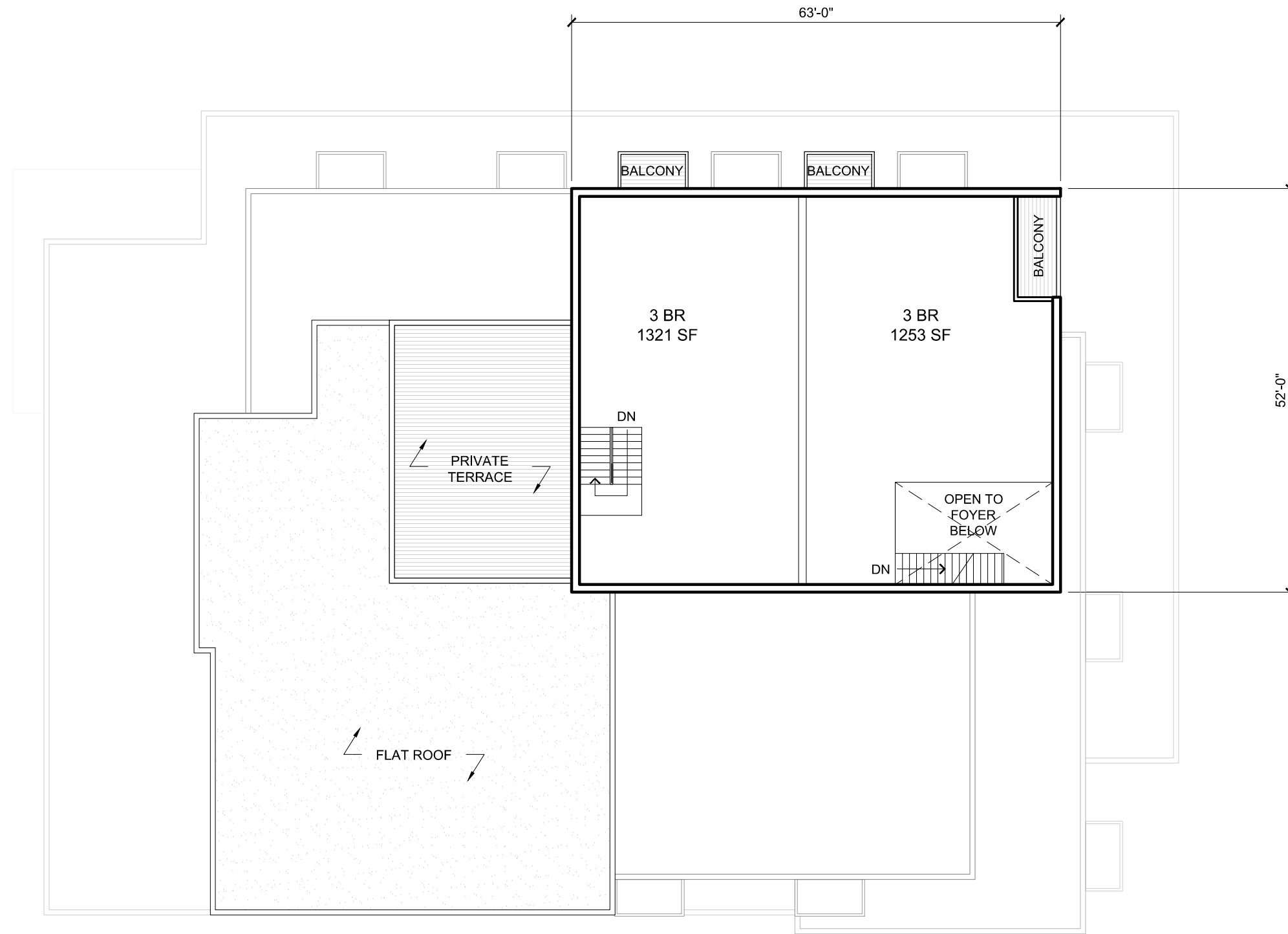




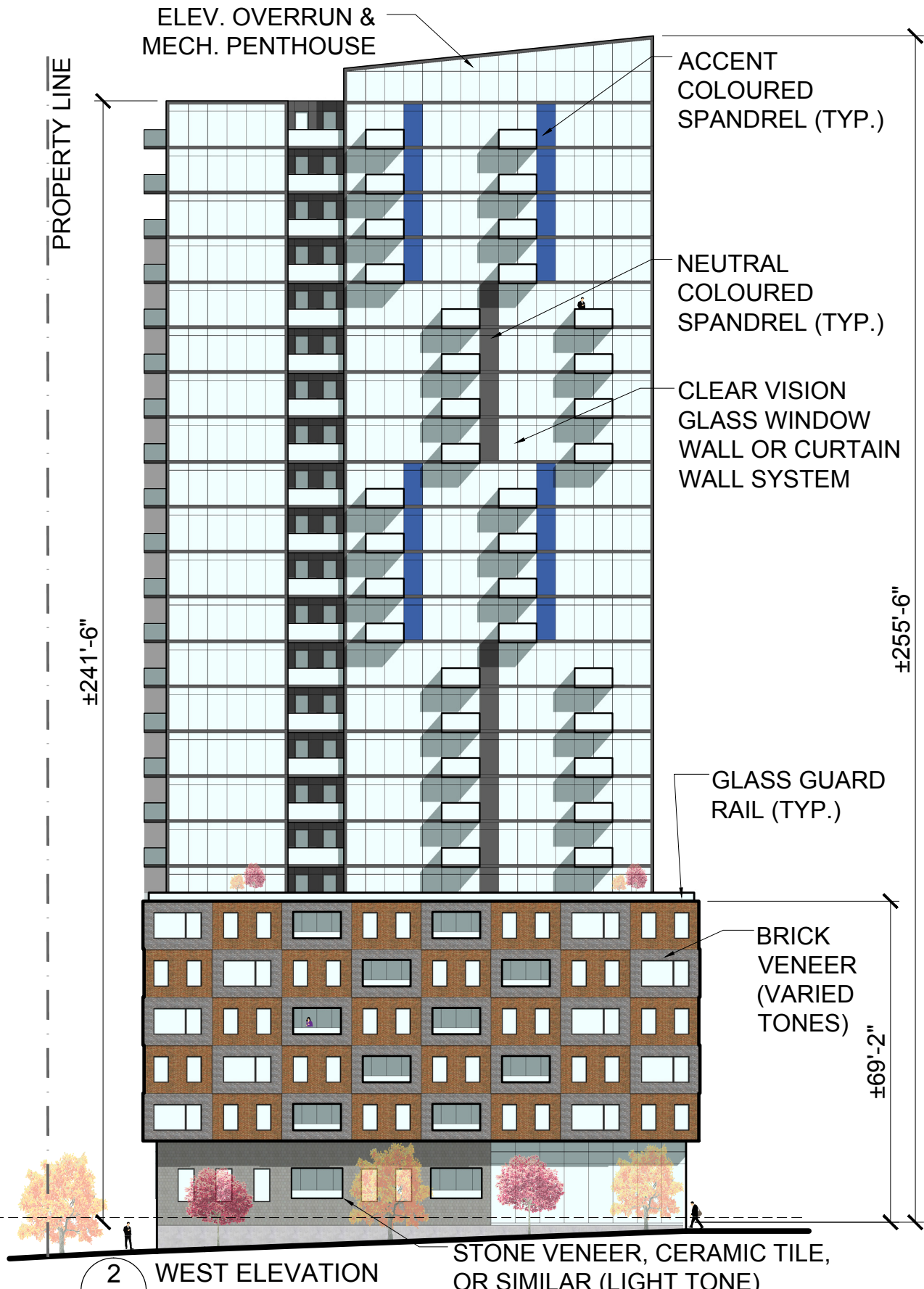
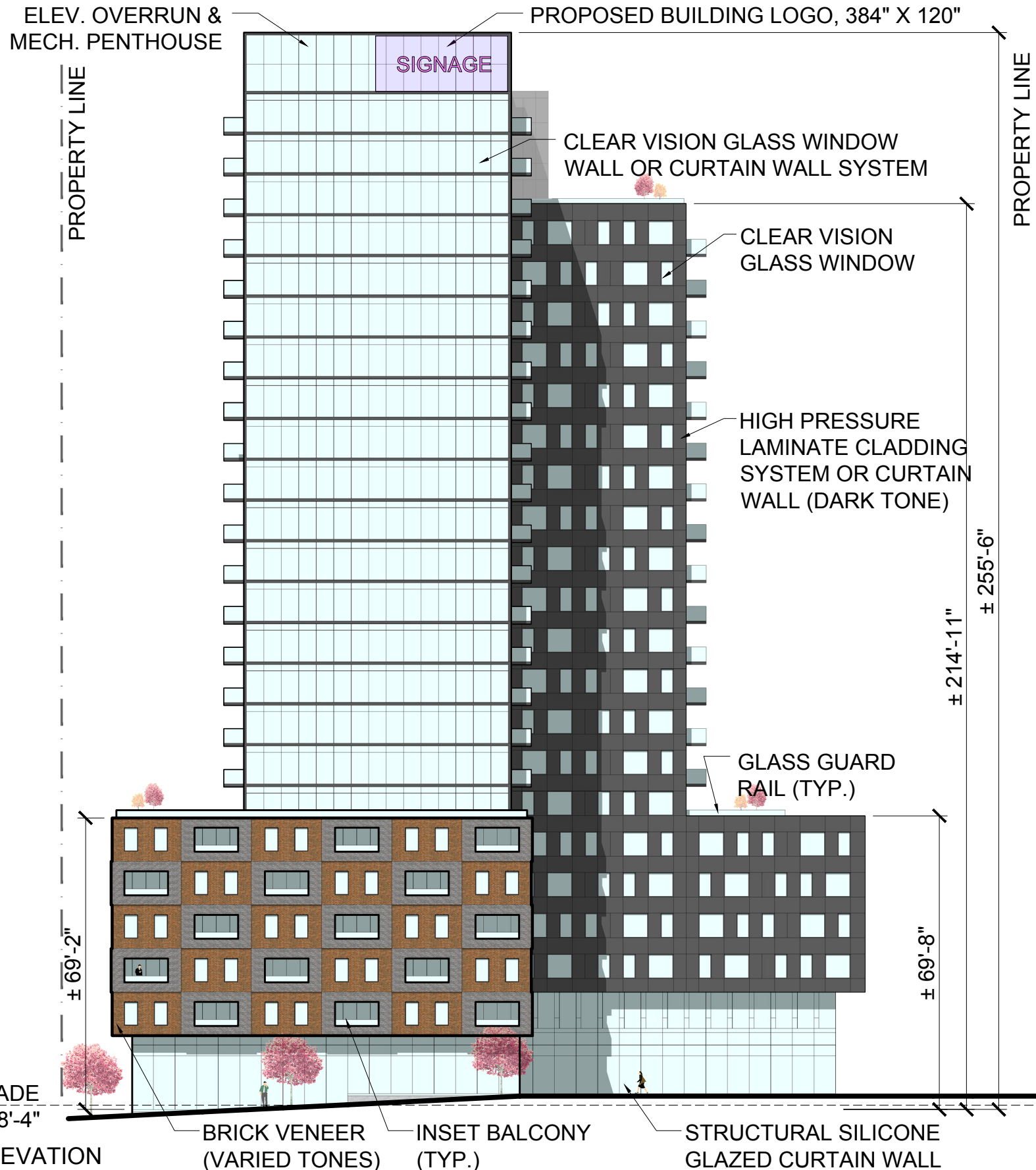






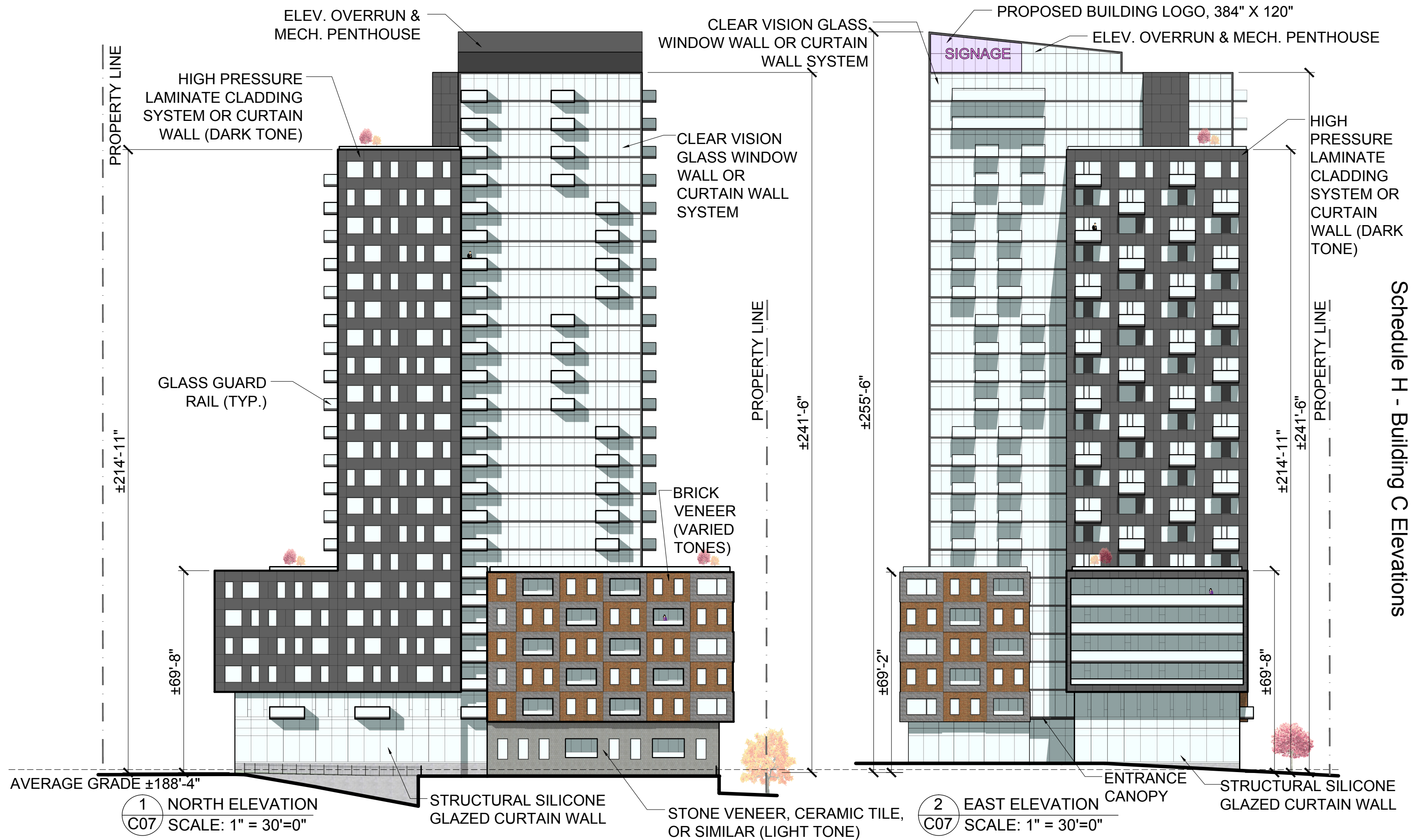


Schedule H - Building C Elevations



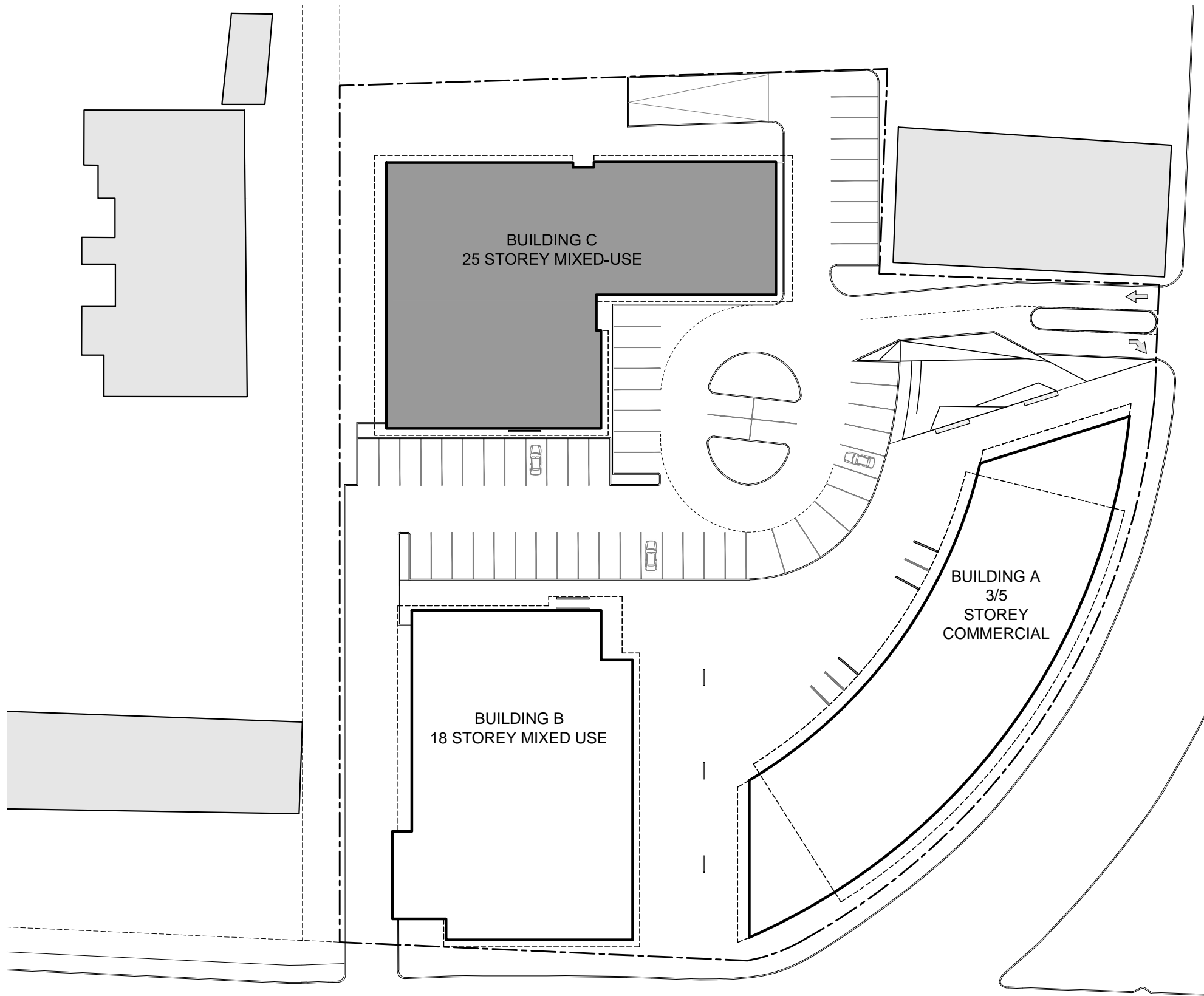
1 SOUTH ELEVATION
C06 SCALE: 1" = 30'=0"

2 WEST ELEVATION
C06 SCALE: 1" = 30'=0"



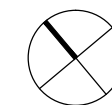
Schedule H - Building C Elevations

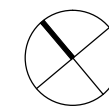
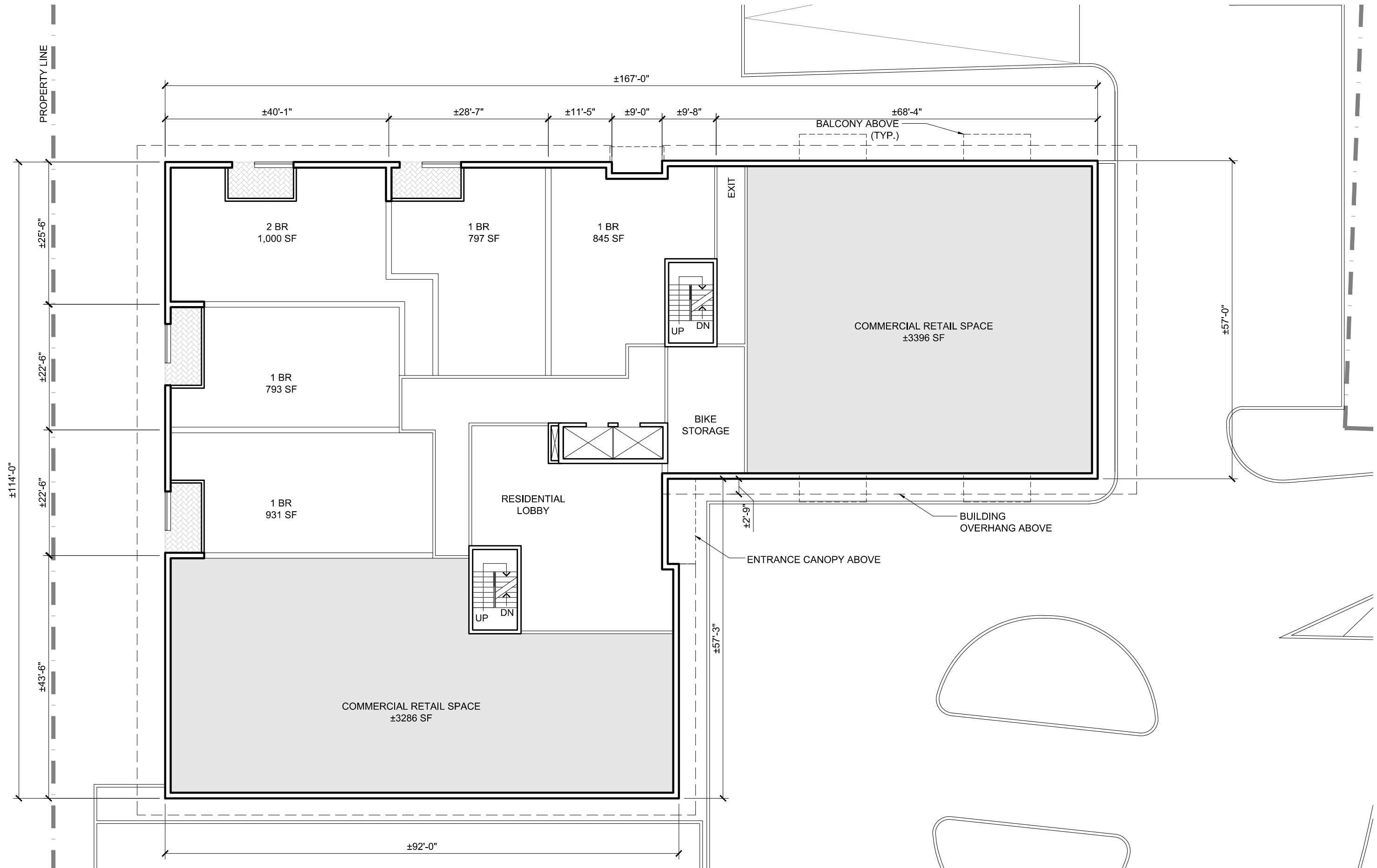
BUILDING C DRAWING PACKAGE

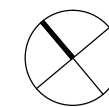
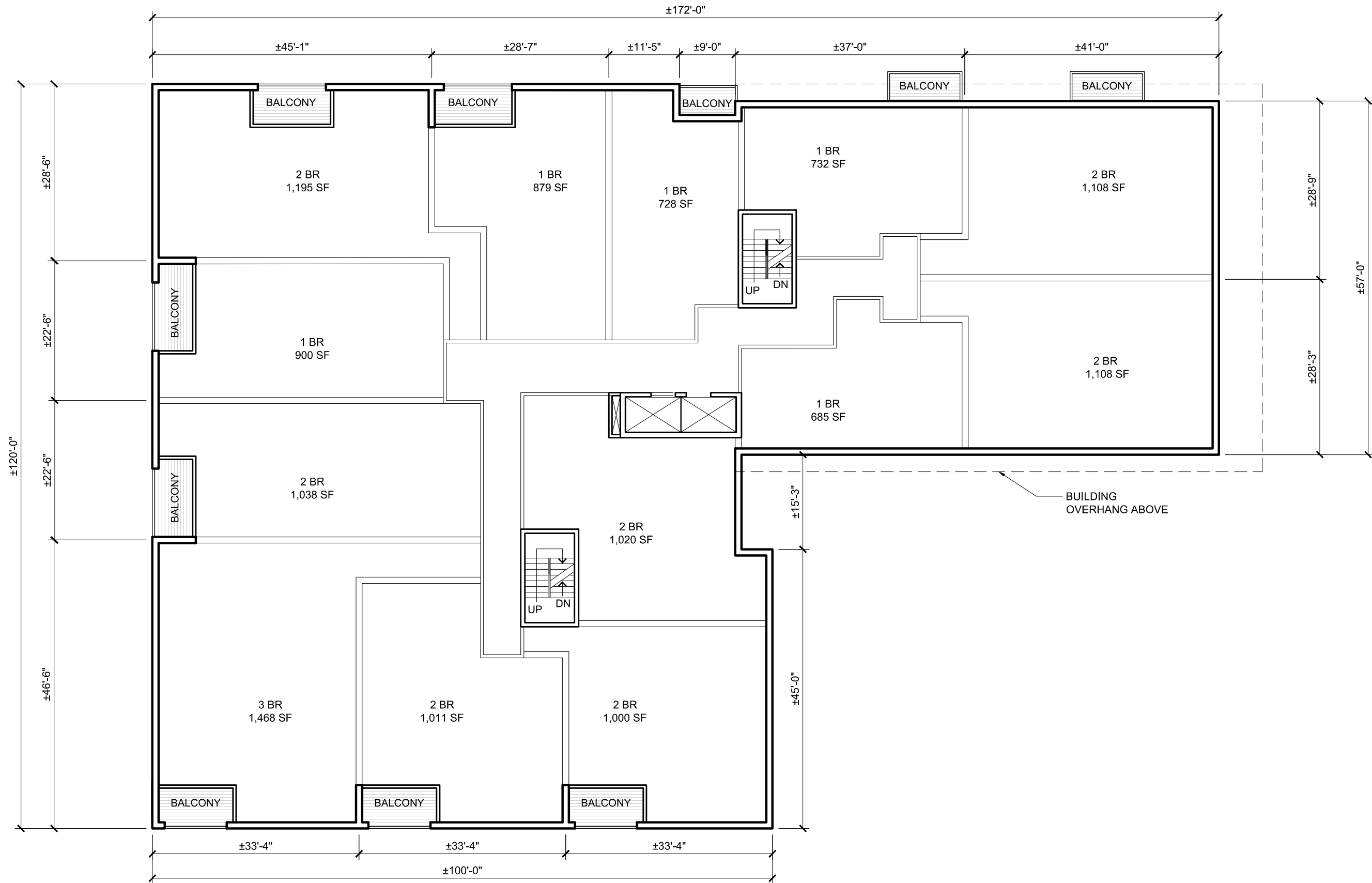


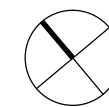
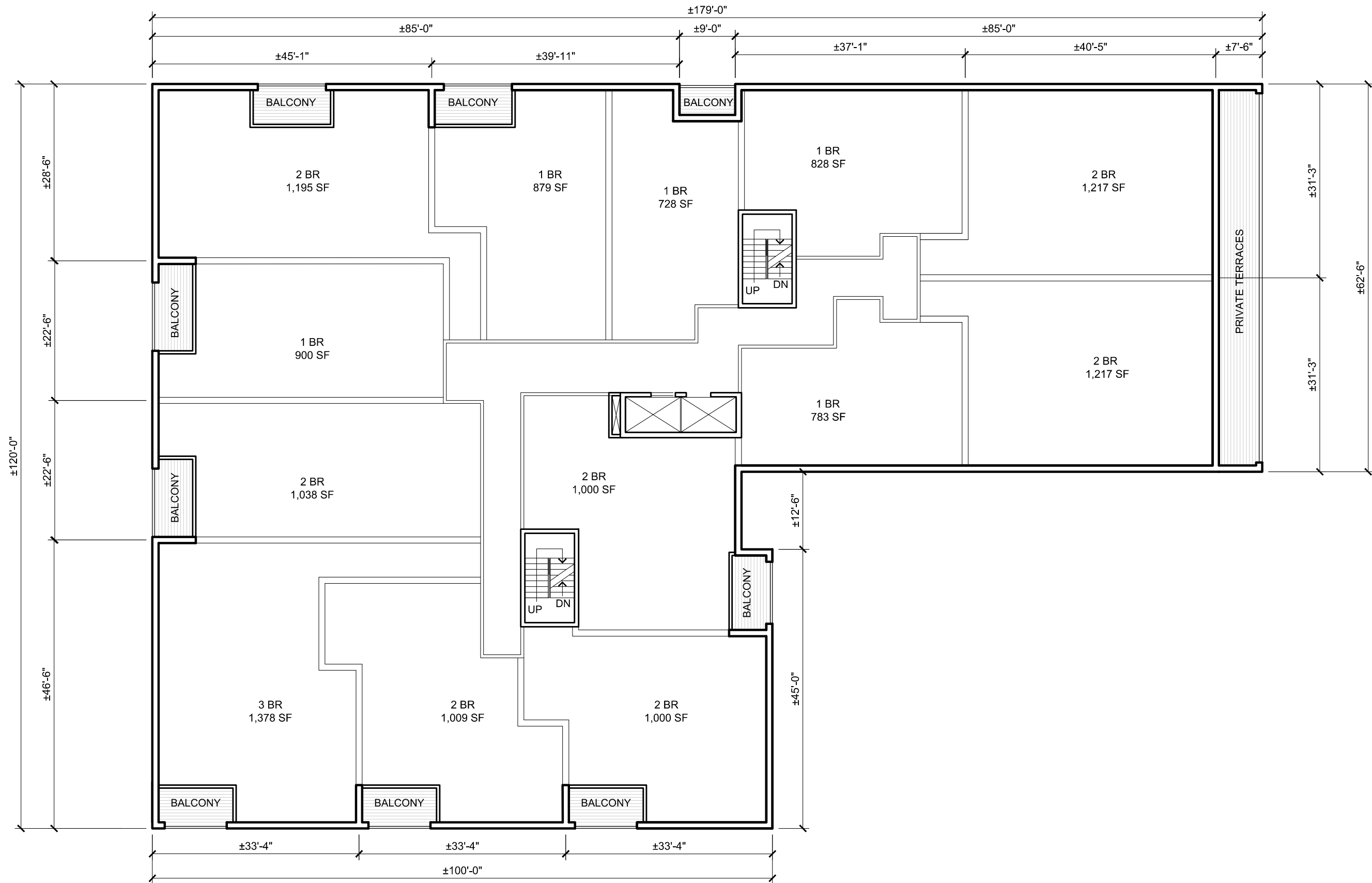
BUILDING C DATA TABLE				
LEVEL	1 BR	2BR	3BR	TOTAL
GROUND	4	1	-	5
200	5	7	1	13
300-600	20	28	4	52
700-2100	45	74	-	119
2200-2400	3	9	3	15
TOTALS	77 (38%)	119 (58%)	8 (4%)	204
DENSITY				
1 BR UNITS	77 x 2 ppl		154	
2+ BR UNITS	127 x 2.25 ppl		286	
TOTAL			440	
INDOOR AMENITY SPACE AREA (LEVEL 700):		± 1,113 SF		
OUTDOOR AMENITY SPACE AREA (LEVEL 700):		± 1,615 SF		
GROUND FLOOR COMMERCIAL RETAIL AREA:		± 6,682 SF		

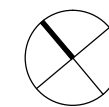
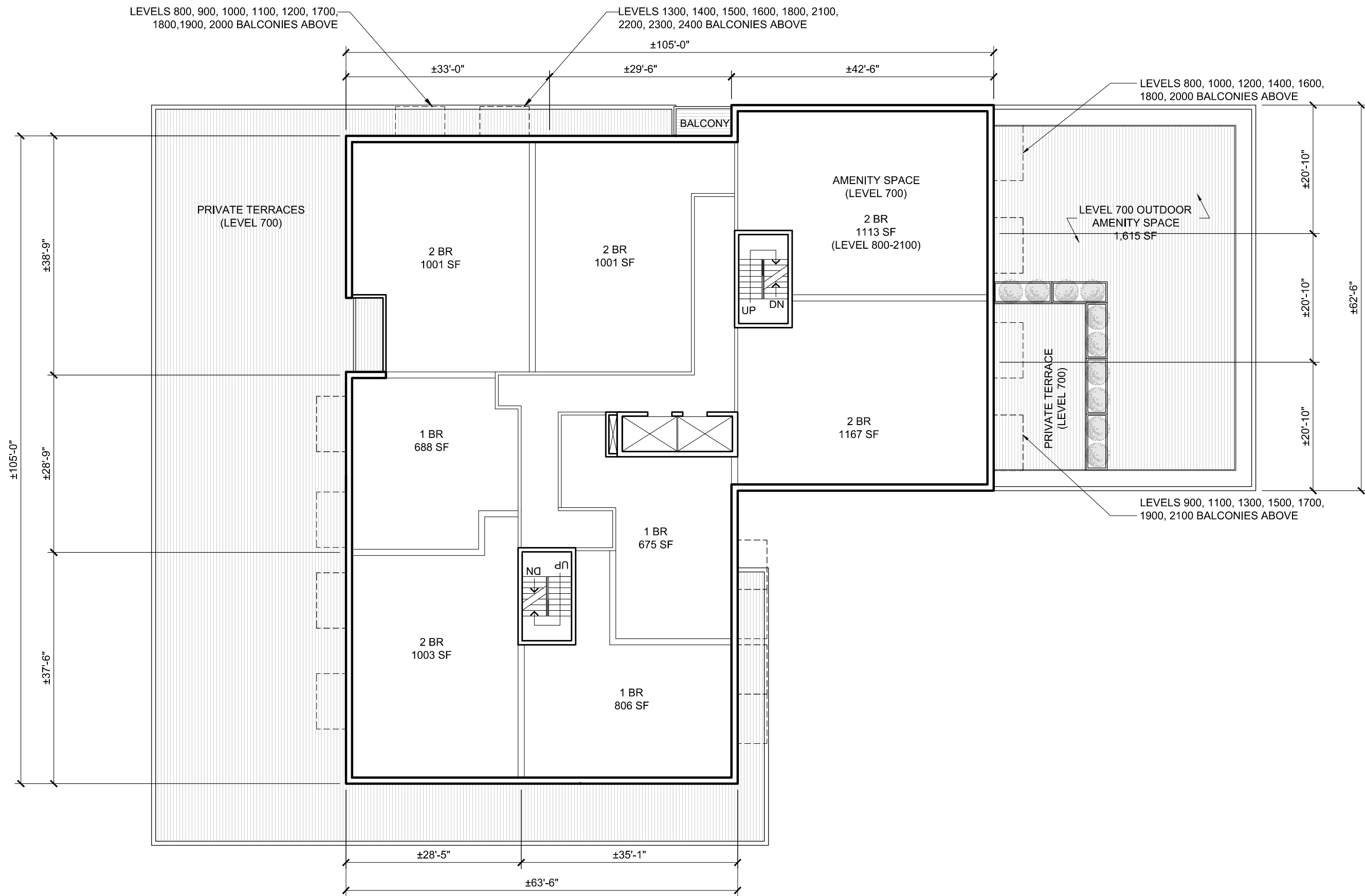
Schedule I - Building C Floor Plans

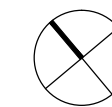


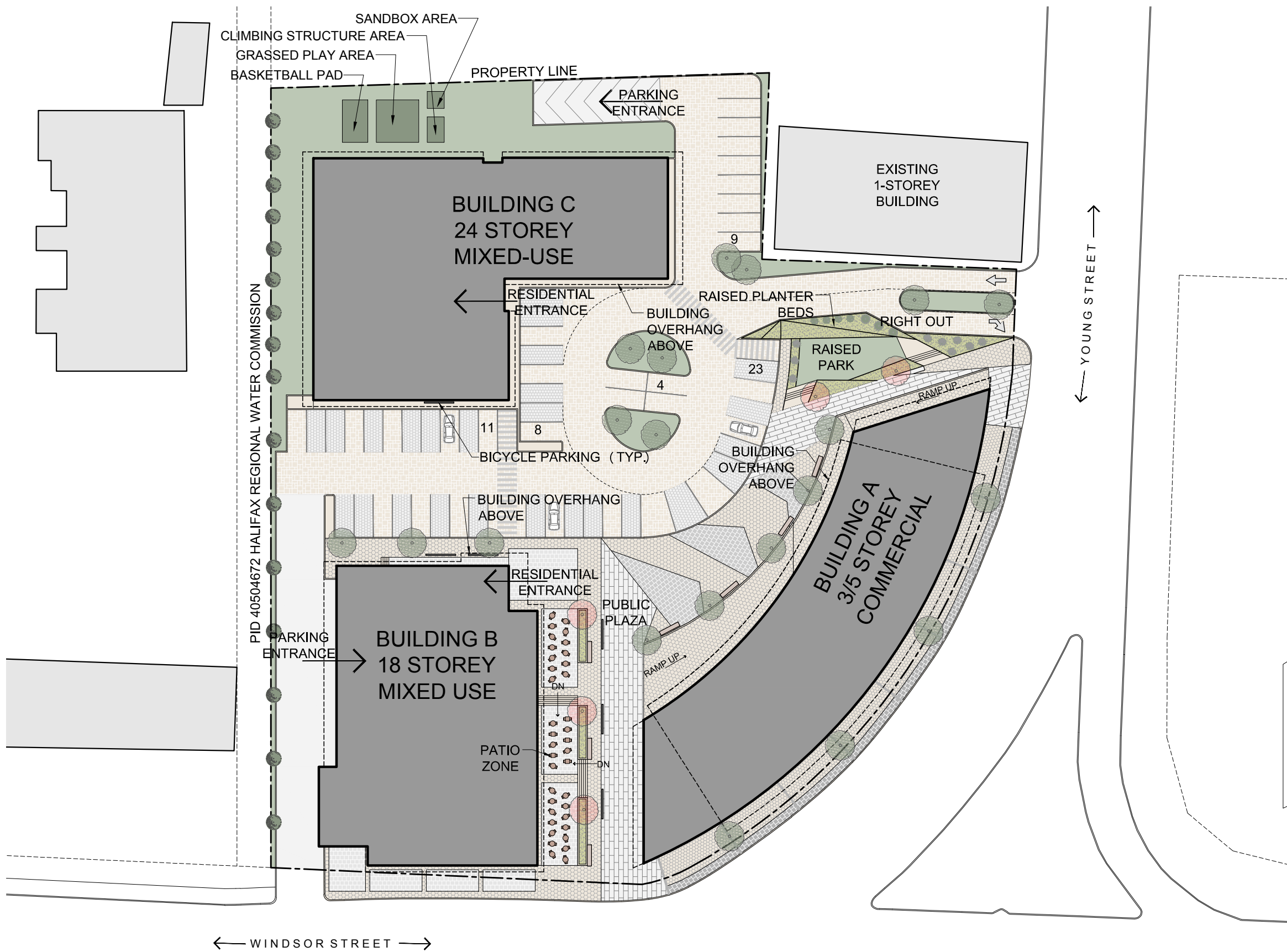












LEGEND

		DECIDUOUS TREE
		CONIFEROUS TREE
		LANDSCAPING SHRUBS/PLANTS
		BICYCLE PARKING
		BENCHES
		SOD
		RAISED/INTEGRATED PLANTER
		PED. CROSSING
		DRIVABLE PAVERS
		ASPHALT PAVING
		PED. PAVERS

Schedule J Landscape Plan

Attachment B – Review of Relevant Halifax MPS Policies

Halifax MSP, Section II - City Wide Objectives and Policies, Part 5 (Institutional)

Policy Criteria	Staff Comment
<p>5. <u>INSTITUTIONS</u></p> <p>Objective: The enhancement of employment opportunities by encouraging existing and potential institutional uses in appropriate locations.</p>	
<p>5.1 Unless clearly inappropriate for the good development of the City, existing regional and City-wide institutional facilities shall be encouraged to remain in their present locations and efforts shall be made to protect, maintain and upgrade them.</p>	<p>This policy is not relevant as Policy 5.4 not withstands this policy.</p>
<p>5.2 The City shall encourage institutional development of a major nature in those areas designated generally on Map 9. The City shall develop standards and boundaries which will protect neighbouring areas, especially residential areas, from encroachment and nuisance effects.</p>	<p>This policy is not relevant as Policy 5.4 not withstands this policy.</p>
<p>5.3 The City shall encourage institutional development of a major nature in those areas designated generally on Map 9. Pursuant to Policy 5.2, where such areas fall within the bounds of a designated area for detailed planning, the City shall resolve the exact nature of the desired land use pattern through the detailed area planning process.</p>	<p>This policy is not relevant as Policy 5.4 not withstands this policy.</p>
<p>5.4 The property at the northern corner of Windsor Street, Young Street and Bayers Road (PID # 00153106) was formerly part of the CFB Halifax - Willow Park. The site forms a unique opportunity for commercial and high density residential development as it is outside an established residential neighbourhood but an appropriate site for high density residential development. Notwithstanding the policies 5.1 through 5.3, a mix of residential and commercial uses shall be considered by Development Agreement in accordance with the <i>Halifax Regional Municipality Charter</i>.</p>	<p>The subject property are the referenced lands and a development agreement has been requested for the land uses enabled by this policy.</p>

<p>5.5 Any development permitted pursuant to Policy 5.4 shall be achieved by attention to a variety of factors for which conditions may be set out in the Development Agreement, such as but not limited to:</p>	
<p>a) that the proposal is a comprehensive plan for the development of the lands in their entirety and may include construction phasing;</p>	<p>The proposed development agreement enables a comprehensive plan for the development of the entirety of the subject site.</p> <p>Section 3.4 of the agreement requires phasing to ensure access driveways and parking are completed prior to the occupancy of any building.</p>
<p>b) that the development is comprised of a mixture of residential and compatible commercial uses;</p>	<p>The proposed development agreement enables a mix of commercial and residential land uses. Commercial land uses within the proposed buildings are permitted in section 3.3 of the agreement. These uses have been selected to ensure compatible with the residential component of the development.</p>
<p>c) that the proposal shall contain three above ground buildings which transitions in height from low to high rise, with the lowest building at Young Street (five storeys maximum), and providing a transition to the northern and western corners of the site. The tallest building shall be located in the norther portion of the site with a maximum height of twenty- five storeys;</p>	<p>The proposals include three buildings, the first on Young Street stepping from 3 to five storeys (~56 ft.), the second facing Windsor Street at 18 storeys (~196 ft.), and the third in the interior northern corner of the site is 25 storeys (265 ft.). The number of building, their location and heights are within the limits of the policy.</p>
<p>d) that a combined (residential/commercial) floor area ratio (FAR) of 4.38 for the site shall not be exceeded and a maximum floorplate width of 32m above the seventh floor not be exceeded;</p>	<p>Section 3.7 of the development agreement limits the floor area ratio (FAR) to a maximum of 4.28, and the agreement requires verification of the FAR prior to the issuance of permits (Section 3.7.4).</p> <p>The floorplate width, as defined in the development agreement, does not exceed 32m above the seventh floors of Buildings B and C (Section 3.7.5). Building A is a maximum of five storeys and is not regulated by this policy.</p>
<p>e) that a minimum building spacing of 22.86m be maintained between the two tallest buildings and that the building at Young Street be a minimum of 15.24m from the two tallest buildings.</p>	<p>Section 3.7.6 of the development agreement requires that a minimum separation between Building B and Building C shall be 22.86 m (75 ft.) and that the minimum separation between Building A and Buildings B and C shall be 15.24 m (50 ft.) excluding balconies and minor architectural projections.</p>

<p>f) ground floor land uses facing Windsor Street and Young Streets shall be primarily commercial and that the building fronting on Young Street contain a minimum of 50 percent of the gross floor area of the building;</p>	<p>The proposed buildings meet these requirements and requirements of section 3.6.6 of the development agreement requires maintenance of a minimum of 50 percent of the gross floor area of Building A (Young Street) as commercial space.</p>
<p>g) to promote pedestrian interest and create a high-quality design attention, ground floor uses shall have a high level of transparency and include frequent prominent entryways to adjacent public streets where there are multiple occupancies. Site landscaping, appropriate lighting and coordinated signage shall be considered;</p>	<p>The development agreement ensures that these requirements are addressed at detailed design (Sections 3.7., 3.11, 3.12 and 3.13).</p>
<p>h) the appropriate scale and massing of the building(s) for the lot area and configuration;</p>	<p>Staff are satisfied that the scale and massing of the proposed development are appropriate given the area and configuration of the lot. There are appropriate transitions from the pedestrian scale (Building A at Young Street) to Building B (18 storeys) and Building C (25 storeys) in the interior northern corner. The proposed scale and massing is appropriate for this landmark site, and creates an entrance to the Young Street commercial /residential area and complimenting the larger mixed use developments at Young Street and Monaghan Drive and Robie Street and Demone Street.</p>
<p>i) the architectural design of the building including a high quality design using durable exterior building materials, variations in the façade and mass of the building shall be provided to provide visual interest;</p>	<p>The architectural design of the proposed buildings is of a high quality, and uses durable exterior building materials which are consistent with recent design choices on other buildings in the municipality. The design choices for the buildings provide for variations in the facades and provide for above average visual interest.</p>
<p>j) the integration of underground parking and buildings so that the ground floor of all buildings facing a public street are at or near the grade of the adjacent sidewalk;</p>	<p>The integration of underground parking with building design has enabled all buildings entrances adjacent an existing sidewalk to be located at an elevation no greater than 0.152 metres (0.5 feet) above the elevation of the sidewalk. Exposed underground parking or raised podiums are not proposed.</p>

<p>k) the size and visual impact of utility features such as garage doors, service entries, and storage areas, shall be minimized and that mechanical equipment shall be concealed;</p>	<p>The proposed design minimizes the impact of these features or conceals these features.</p>
<p>l) the creation of high quality design detail at pedestrian level through attention to such matters as site landscaping, fencing, minimal surface, parking, prominent building entrances, appropriate lighting and coordinated signage;</p>	<p>A conceptual landscaping plan provides for significant ground level landscaping including the creation of a widened sidewalk area (private) adjacent the public sidewalk on Young Street and an interior courtyard and raised parkette (private).</p> <p>The agreement requires a professional lighting plan. Surface parking has been minimized and is appropriately located. The agreement also requires additional detailing be completed to ensure entrances and commercial units are prominent. Coordinated signage is implemented through the landscaping plan for ground signage and via building elevations for individual store signage.</p>
<p>m) that residential dwelling unit types have a minimum of 50% of the dwelling units are a minimum of two bedrooms and have a minimum area of 92.9 sq. m. and that they are located throughout the development;</p>	<p>Section 3.6 of the development agreement regulates unit mix and maintains a minimum of 50% of the dwelling units are a minimum of two bedrooms and have a minimum area of 92.9 sq. m.</p>
<p>n) safe and appropriate vehicular and pedestrian access and egress is achieved through a complete network of pedestrian walkways and driveway including an east-west pedestrian linkage;</p>	<p>A complete pedestrian and vehicle network has been integrated into the design of the site. The site includes an east-west pedestrian oriented courtyard.</p> <p>It should be noted that pedestrian network design for the site is well developed and significantly exceeds expectations for such a site. The buildings directly exit to the sidewalk where possible and all buildings access an interior courtyard which provides for increased mobility within the site. Vehicular access is limited to a full movement access on Windsor Street and right-in and right-out on Young Street to ensure safe access.</p>
<p>o) that vehicular parking is primarily provided within an interior parking garage that has access from both Young Street and Windsor Streets;</p>	<p>The majority of parking space are provided underground and is accessed via driveways on Young and Windsor Streets. Above ground parking is limited by the layout of the site and by the development agreement.</p>

<p>p) that there is an adequate supply of vehicular and bicycle parking;</p>	<p>The proposal meets the minimum standards established for such a development under the Land Use By-law (LUB) for vehicular and bicycle parking. The development agreement enables the developer to provide additional parking. It is anticipated that the developer will provide vehicle parking greater than the minimum standards required by the LUB.</p>
<p>q) that rooftop areas include landscaped outdoor amenity space;</p>	<p>Section 3.9.6 of the development agreement requires that all roof top space used for outdoor amenity space must include a mix of landscaping components such as, but not limited to, pavers, planters, outdoor furniture or rooftop gardens.</p>
<p>r) the provision of useable on-site amenity space and recreational amenities of a size and type adequate for the resident population;</p>	<p>The development agreement requires amenity and recreational amenity be provided as follows:</p> <p>(a) <u>Building A</u></p> <ul style="list-style-type: none"> i.) Level 4, accessible rooftop amenity space at a minimum of 1,600 sq. ft.; ii.) Level 5, accessible rooftop amenity space at a minimum of 1,500 sq. ft.; iii.) Commercial lobby area as shown on the schedules. <p>(b) <u>Building B</u></p> <ul style="list-style-type: none"> i.) Level 17, indoor amenity space at a minimum of 884 sq. ft.; ii.) Level 17, accessible rooftop amenity space at a minimum of 1600 sq. ft.; iii.) Private terraces or balconies as shown on the schedules; and iv.) Residential lobby area as shown on the schedules. <p>(c) <u>Building C</u></p> <ul style="list-style-type: none"> i.) Level 7, indoor amenity space at a minimum of 1100 sq. ft.; ii.) Level 7 accessible rooftop amenity space at a minimum of 1,600 sq. ft.; iii.) Private terraces or balconies as shown on the schedules; and iv.) Residential lobby area as shown on the schedules. <p>(d) <u>Ground Level</u></p> <ul style="list-style-type: none"> i.) Outdoor courtyard; ii.) Sidewalk café space iii.) Outdoor play area including small basketball area, grassed play area, sand box and play structure.

	<p>Staff are satisfied that the proposed amenity space is adequate for the resident population.</p>
<p>s) that environmental factors, including sun/shadow and wind conditions are suitable;</p>	<p>Shadow impact are minimal and do not impact existing and adjacent low density residential neighbourhoods. Minimal impact on public realm such as sidewalks and the Halifax Forum can be expected.</p> <p>Preliminary wind studies have indicated that minor changes to the building and the implementation of limited ground based landscaping is required. Section 3.7.20 through 3.7.23 of the development agreement require a detailed wind tunnel analysis and implementation of measures to manage wind effects.</p>
<p>t) there are suitable onsite solid waste facilities; and</p>	<p>Section 4.6, 4.8 and 4.7 of the development agreement requires suitable solid waste facilities be provided in each building in accordance with the By-law Respecting Solid Waste Resource Collection and Disposal.</p>
<p>u) the adequacy of sewer and water servicing capacity for the site.</p>	<p>Section 3.2.1 of the development agreement address the adequate sewer and water supply is available for the site, and that there are no barriers to connection to these service systems. The developer is responsible with proving availability at the time of permitting.</p>



**DISTRICTS 7 & 8 PLANNING ADVISORY COMMITTEE
PUBLIC MEETING MINUTES
October 21, 2015**

PRESENT: Mr. Brenden Sommerhalder, Chair
Ms. Katherine Kitching, Vice Chair
Mr. Michael Bradfield
Mr. Michael Haddad
Councillor Jennifer Watts

REGRETS: Ms. Sunday Miller
Mr. Grant Cooke
Mr. John Czenze
Mr. Adam Hayter
Councillor Wayne Mason

STAFF: Mr. Andrew Bone, Senior Planner
Mr. Andrew Reid, Legislative Assistant

The following does not represent a verbatim record of the proceedings of this meeting.

The agenda, supporting documents, and information items circulated to the Districts 7 & 8 PAC are available online: <http://www.halifax.ca/boardscom/D78PAC/151021d78pac-agenda.php>

The meeting was called to order at 7:10 p.m., and adjourned at 8:05 p.m.

1. CALL TO ORDER

The Chair called the meeting to order at 7:10 p.m. in the Maritime Hall, Halifax Forum.

2. PUBLIC PARTICIPATION

2.1 Case 19531 - Application by W. M. Fares Group, for the lands of Young Development Inc., to amend the Halifax Municipal Planning Strategy to enable the application of a development agreement to permit a mixed use (commercial/residential) development at the northeast corner of Windsor Street, Bayers Road and Young Street, Halifax, and to enter in to a development agreement for the fore-mentioned site, specifically consisting of three buildings (5, 16 and 21 storeys) containing approximately (a) 351 dwelling units and (b) 7171 sq. m. (77,200 sq. ft.) of commercial space.

Mr. Andrew Bone, Senior Planner, presented Case 19531. He described his role in the application process. He described the site location, stating that it was formerly engineering yards owned by the Department of National Defence but was put on surplus and disposed of by the Government a number of years ago. He stated that the site's designation since that time has remained Institutional. He noted that the site was zoned Park and Institutional and was 10,138 square meters. He stated that to establish another use on the land, an MPS amendment was required. He highlighted that it was common when government sells land that an MPS amendment process is initiated to determine an appropriate use. Mr. Bone described the planning process following the public information meeting. He highlighted that the application would include a detailed review by agencies such as Nova Scotia Environment, Halifax Traffic and Transportation, Development Engineering, and Water, in addition to consultation with the Department of National Defence because of their proximity.

Mr. Jacob JeBailey, Architect, WM Fares, presented a figure ground illustration of the site and surrounding context. He described the site as a connector zone between the North and West End. Mr. JeBailey noted pedestrian desire lines on the site, stating that the pedestrian path was the focal point of the proposal's design. Mr. JeBailey presented the footprints of the three buildings, an open civic space, back-lot parking, and areas of maximum sun exposure. He described the continuous, patterned pavement as a feature of the site. He presented the podiums and heights of each building, noting building A at 5 storeys, building B at 15 storeys and building C at 21 storeys. Mr. JeBailey described the materials and awnings of building A. He described the terraced open space situated on the third storey. He described building B, emphasizing the mixture of materials and patterns facing Bayers Road. Mr. JeBailey presented building C in terms of its elevation; its streetwall and tower patterns. He described the pedestrian space between the buildings, noting inset balconies on building B. Mr. JeBailey stated that there were two levels of underground parking providing 564 stalls and 58 stalls above grade parking. He indicated there were 351 total dwelling units.

The Chair opened the floor to comments from the public.

A resident from the area questioned if the units would be condos or apartments. Mr. Bone responded that Planning and Development would treat it the same. Mr. Cesar Saleh added that it is appearing the development would be a mixture of the two.

Mr. Ashley Morton questioned two different versions of the site plan, highlighting the current plan had changed from the plan included in the initiation report. He voiced support for the site overall, stating it was an improvement over the brownfield site. He stated concern for the limited set back, highlighting that the pedestrian access was narrow at the entrance on Young Street. He stated support for the original site plan. He stated that there was no crosswalk at Bayers Road and Windsor Street where the diagonal pedestrian desire line terminated. Mr. Morton questioned if there could be an active transportation connection through to the Superstore, as it would prove a valuable connection and provide a more amenable walking path than Young Street. He suggested that the site would also make a great location

for a public transportation interchange. He suggested the Municipality accept a deal with the developer whereby less parking would be required if an enclosed public transportation area was provided. He also voiced support for 3-4 bedroom units to support families.

Mr. Bone confirmed changes to the site plan in the most recent design . Mr. JeBailey commented that in building B, 3% were 3 bedrooms and Building C 60% 2 bedrooms.

Mr. Steve Parcell questioned which individuals owned Young Developments. He also questioned on what basis the Municipality would establish guidelines or limits for the site and if there were any precedents or limits in place. Mr. Parcell questioned if a subsequent public information would be held after more analysis had been performed. Mr. Bone responded that a second meeting would not normally be held unless significant changes occurred. Mr. Bone responded that growth was directed by Regional Plan policy. He stated that because the area was not considered for residential development in the past, an analysis would be performed in terms of residential infrastructure. He stated that the recent development at Young and Monahan would also be reviewed. Regarding Young Developments, Mr. Bone responded that it was a local company and that information could be obtained through the Service Nova Scotia's Registry of Joint Stocks.

Mr. Bone encouraged anyone with additional questions or comments check the website or get in touch with him directly.

3. ADJOURNMENT

The meeting was adjourned at 8:05 p.m.

Andrew Reid
Legislative Assistant