



P.O. Box 1749  
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**Item No. 13.1.2**  
**Halifax and West Community Council**  
**June 11, 2019**

**TO:** Chair and Members of the Halifax and West Community Council

**-Original Signed-**

**SUBMITTED BY:**

\_\_\_\_\_  
Steve Higgins, Acting Director, Planning and Development

**DATE:** May 22, 2019

**SUBJECT:** **Case 21115: Development Agreement for a 9-storey building on  
Quinpool Road and Pepperell Street, near Preston Street, Halifax**

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**SUPPLEMENTARY REPORT**

**ORIGIN**

- Application by WSP, on behalf of Façade Investments Ltd.
- January 16, 2018, Regional Council direction to continue processing this request for site-specific Municipal Planning Strategy amendments, subject to the proposal:
  - a) Generally aligning with the June 2017 Centre Plan document relative to Urban Structure, Height and Floor Area Ratio; and
  - b) Addressing the planning principles of transition, pedestrian-orientation, human-scale, building design, and context-sensitive as noted in Attachment D of the staff report presented to Regional Council on January 16, 2018 as Item 14.1.4.
- May 7, 2019, Halifax and West Community Council gave Notice of Motion to consider a proposed development agreement to permit a 9 storey, mixed-use building on Quinpool Road with a 3 storey section facing Pepperell Street agreement at a joint public hearing with Regional Council
- May 7, 2019, Halifax and West Community Council recommended that Regional Council give first reading to amendments to the Municipal Planning Strategy for Halifax and the Land Use By-law for Halifax Peninsula

**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 permit a 9 storey, mixed-use building on Quinpool Road with a 3.5 storey section facing Pepperell Street, and schedule a public hearing with Regional Council to be held concurrently with the public hearing referenced in Recommendation 1 of the report to Regional Council dated May 8, 2019.

Contingent upon the required amendments to the Halifax Municipal Planning Strategy and the Land Use By-law for Halifax Peninsula being approved by Regional Council and becoming effective pursuant to the requirements of the *Halifax Regional Municipality Charter*, it is further recommended that Halifax and West Community Council:

2. Approve the proposed development agreement for a 9 storey, mixed-use building on Quinpool Road with a 3.5 storey section facing Pepperell Street, which shall be substantially of the same form as set out in Attachment A of this report;
3. Require that the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **DISCUSSION**

On May 7, 2019, Halifax and West Community Council gave notice of motion to hold a joint public hearing with Regional Council to consider:

- amendments to the Municipal Planning Strategy for Halifax (MPS);
- amendments to the Land Use By-law for Halifax Peninsula (LUB); and
- a development agreement to permit a 9 storey, mixed-use building on Quinpool Road with a 3 storey section facing Pepperell Street, near Preston Street

After the May 7, 2019 Community Council meeting agenda was posted, the applicant discovered two mistakes in the development agreement that need to be corrected. These corrections do not impact the height, volume or form of the proposed development. The clauses with mistakes are shown below, with corrections. Deleted text is in strikethrough and added text is in bold:

### **Subsection 3.4.15**

The façade facing Pepperell Street shall incorporate ground floor residential units that have exterior entrances fronting on the street. The facades shall be designed as follows:

- a) to maintain resident's privacy, the main floor of each residential unit will be set above **or below** the sidewalk grade; and
- b) the entrance will open directly onto a porch, patio or stoop, which is connected directly to the sidewalk by a stairway or ramp.

### **Subsection 3.5.9**

~~Where the development abuts a property zoned or used for residential, it~~ **Along the eastern property line the development** must contain a landscape buffer along the side yard next to ~~that~~ **the existing residential** use. The landscape buffer must contain:

- a) an opaque fence or masonry wall at least 1.8 metres high; and
- b) at least three coniferous trees with a minimum height of 4 metres.

The change to Subsection 3.4.15 is for clarification; the proposed text matches the design shown in the elevations attached as schedules to the development agreement. The change to Subsection 3.5.9 is to correct a mistake; the intent (as directed by the proposed Municipal Planning Strategy amendments) is only to require a landscape buffer next to existing residential properties. The uncorrected text would have required an additional buffer next to the driveway of the adjacent KFC restaurant.

In order to implement the changes outlined in this report, Halifax and West Community Council must rescind the May 7, 2019 motion to consider the previous development agreement and adopt a new motion to consider the amended version attached to this report. This process is accommodated in the recommendations section of this report.

Staff advise that the development agreement, as amended, will continue to be consistent with the associated amendment to the Halifax Municipal Planning Strategy that Community Council reviewed on May 7, 2019.

### **FINANCIAL IMPLICATIONS**

There are no financial implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred to satisfy the terms of the proposed Development Agreement. The administration of the development agreement can be carried out within the 2019-2020 budget with existing resources.

### **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within this report. This application involves proposed MPS amendments. Such amendments are at the discretion of Regional Council and are not subject to appeal to the N.S. Utility and Review Board. The proposed development agreement is subject to appeal to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed amendments are contained in the Discussion section of this report.

### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications are identified.

### **ALTERNATIVES**

1. Halifax and West Community Council may choose to modify the proposed development agreement. 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 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*.

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## **RELATED REPORTS**

**Recommendation Report:** May 7, 2019, Halifax and West Community Council, Item 16.1. [Case 21115: Amendments to the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law, and a proposed development agreement to enable a 9 storey building on Quinpool Road and Pepperell Street, near Preston Street](#)

**Initiation Report:** January 16, 2018, Regional Council, Item 14.1.4. [Site-specific Secondary Municipal Planning Strategy Amendment Requests within the Regional Centre Boundary \(Supplementary Report\).](#)

August 1, 2017, Regional Council, Item 14.1.10. [Site-Specific Secondary Municipal Planning Strategy \(SMPS\) Amendment Requests within the Regional Centre Boundary.](#)

## **ATTACHMENTS**

Attachment A                      Proposed Development Agreement

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

Report Prepared by:      Sean Gillis, Planner II, 902.490.6357

***-Original Signed-***

Report Approved by:      \_\_\_\_\_  
Eric Lucic, Manager, Regional Planning, 902.430.3954

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**ATTACHMENT A:**

**Proposed Development Agreement**

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 on Quinpool Road and Pepperell Street, 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 mixed-use, high density residential development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Section XVI, Policy 5.2.1 of the Municipal Planning Strategy for Halifax and Subsection 95(9) of the Land Use By-law for Halifax Peninsula;

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 21115;

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

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## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

- 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 applicable Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law 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.

## **1.7 Lands**

- 1.7.1 The developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

## **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, and if not defined in these documents their customary meaning shall apply.

### **2.2 Definitions Specific to this Agreement**

- 2.2.1 The following words used in this Agreement shall be defined as follows:
- a) "Amenity Space" means indoor or outdoor spaces designed for leisure or recreational activities by the residential occupants of a building;
  - b) "Commercial Parking" means a parking structure, or any portion thereof, where parking spaces can be leased by the public;
  - c) "Height" as pertaining to any building, means, the vertical distance of the highest point of the roof above the mean grade of the finished ground adjoining the building;
  - d) "Micro Brewery" means a craft brewery primarily engaged in the production and packaging of less than 15,000 hectolitres per year of specialty or craft beer, ale, or other malt beverages. The facility may include accessory uses such as retail sale, wholesale, tours and events, or hospitality rooms where beverages produced at the facility can be sampled;
  - e) "Micro Distillery" means a craft distillery primarily engaged in the production and packaging of less than 75,000 litres per year of liquor and spirits, other than wine and beer. The facility may include accessory uses such as retail sale, wholesale, tours and events, or hospitality rooms where beverages produced at the facility can be sampled;
  - f) "Streetwall" means the wall of a building or portion of a wall facing a streetline that is below the height of a specified stepback or angular plane, excluding minor recesses for elements such as doorways or intrusions such as bay windows;
  - g) "Streetwall Height" means the vertical distance between the top of the streetwall and the streetline grade, extending across the width of the streetwall;
  - h) "Streetwall Setback" means the distance between the streetwall and the streetline;
  - i) "Stepback" means a specified horizontal recess above the top of a wall, which shall be unobstructed from the top of the wall or from the property line to the sky except as otherwise specified;
  - j) "Streetline" means the lot line between the street and an abutting lot; and
  - k) "Streetline Grade" means the elevation of a streetline at a point that is perpendicular to the horizontal midpoint of the streetwall. Separate streetline grades shall be determined for each streetwall segment that is greater than 20 metres in width or part thereof; and

## **PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

3.1.1 Unless otherwise provided for in the text of this Agreement, the Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules, which form a part of this Agreement and are attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 21115:

Schedule A	Legal Description of the Land(s)
Schedule B	Subject Properties
Schedule C	Site Plan
Schedule D	Setback and Stepback Plan
Schedule E	Height Framework
Schedule F	Building Elevations

### **3.2 Requirements Prior to Approval**

3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide the following to the Development Officer:

- a) a detailed Site Disturbance Plan prepared by a Professional Engineer in accordance with Section 5.1 of this Agreement;
- b) a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.1 of this Agreement; and
- c) a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.1 of this Agreement.

3.2.2 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) a Landscape Plan prepared by a Landscape Architect in accordance with Subsection 3.5.10 of this Agreement.
- b) A Tree Protection Plan for street trees in accordance with Subsection 4.2.1 of this Agreement.

3.2.3 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer, subject to Subsection 3.5.10:

- a) Written confirmation from a Landscape Architect which the Development Officer may accept as sufficient record of compliance with the landscaping requirements of this Agreement.

3.2.4 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 Subject to Subsection 3.3.2, the use(s) of the Lands permitted by this Agreement are the following:

- a) residential uses, including an apartment house (multiple dwelling);



- b) restaurants and licensed alcohol establishments, excluding cabarets and lounges;
- c) micro brewery or micro distillery;
- d) banks and office uses, up to 4,000 square metres total;
- e) retail uses, grocery stores and pharmacies;
- f) commercial recreation uses;
- g) personal and professional services;
- h) daycares;
- i) institutional uses;
- j) medical clinics and medical offices;
- k) cultural uses;
- l) commercial parking;
- m) any other use permitted by the Land Use By-law, as amended from time to time; and
- n) any use accessory to any of the foregoing uses.

3.3.2 The following uses are not permitted to front on Pepperell Street:

- a) restaurants and licensed alcohol establishments;
- b) micro brewery or micro distillery;
- c) banks and office uses;
- d) retail uses, grocery stores, and pharmacies; and
- e) commercial recreation uses.

3.3.3 A maximum of 75 residential units are permitted. At least thirty percent of the total number of dwelling units, rounded up to the nearest full number, shall include two or more bedrooms.

### **3.4 Site and Architectural Requirements**

3.4.1 The building shall be generally sited as shown on Schedule C, and shall include additional detailing as identified in Section 3.4 of this Agreement.

3.4.2 Subject to Subsection 3.4.3, no building will be constructed or altered so that it exceeds the maximum height framework as shown on Schedule E, Height Framework.

3.4.3 An elevator enclosure or overrun of up to 1 metre in height may project above the building roof, and may exceed the maximum height framework, provided it is generally located as shown in Schedule F.

3.4.4 The building's exterior design shall be developed substantially in conformance with Schedule F of this Agreement. The Development Officer may permit minor changes to building elements shown on Schedule F, provided the height and size of the building do not increase and the intent of this Agreement is maintained.

#### *Setbacks and Stepbacks*

3.4.5 Subject to Subsection 3.5.1, minimum building setbacks shall conform to Schedules C and D.

3.4.6 Subject to Subsection 3.4.7, minimum building stepbacks from the property line shall conform to Schedules C and D.

- 3.4.7 Building setbacks above the streetwall must be open and unobstructed except for railings, or eaves, gutters, downspouts, cornices, and other similar features.

*Maximum Streetwall Height*

- 3.4.8 Subject to Subsections 3.4.9 and 3.4.10, the maximum streetwall height facing Quinpool Road shall be 2 storeys not exceeding a total height of 9 metres.
- 3.4.9 Up to 20 percent of the streetwall may exceed the maximum streetwall height.
- 3.4.10 The maximum streetwall height may be exceeded by a glass guard and railing system to allow for the safe use of podiums and rooftops.

*Streetwall Design*

- 3.4.11 The ground floor facing Quinpool Road shall have a minimum floor to ceiling height of 4 metres.
- 3.4.12 If a building's streetwall width exceeds 15 meters, the ground floor of the streetwall must incorporate distinct changes in articulation, in increments of 15 metres, while still respecting relevant height and setback requirements. Changes in articulation may include:
- a) changes to streetwall heights;
  - b) changes to setbacks and front yards;
  - c) use of different façade materials or treatments;
  - d) recesses, projections or recessed balconies; and
  - e) building entrances.
- 3.4.13 The first floor commercial façade facing Quinpool Road shall provide a minimum of 50% area of windows, doors, or other transparent treatments that provide views of the interior of the building.
- 3.4.14 The number of commercial units and commercial entrances facing Quinpool Road may change provided that all other provisions of this Agreement are met.
- 3.4.15 The façade facing Pepperell Street shall incorporate ground floor residential units that have exterior entrances fronting on the street. The facades shall be designed as follows:
- a) to maintain resident's privacy, the main floor of each residential unit will be set above or below the sidewalk grade; and
  - b) the entrance will open directly onto a porch, patio or stoop, which is connected directly to the sidewalk by a stairway or ramp.

*External Building Appearance*

- 3.4.16 All cladding materials shall be durable and have an architectural finish.
- 3.4.17 The following cladding materials are prohibited:
- a) vinyl siding;
  - b) plywood;
  - c) unfinished concrete block or cinder block;
  - d) exterior insulation and finish systems where stucco is applied to rigid insulation; and
  - e) darkly tinted or mirrored glass (not including spandrel panels or balcony railings).
- 3.4.18 Utility connections, fill pipes, exhaust vents, and ventilators shall be screened from view.

3.4.19 Mechanical and electrical systems (HVAC, exhaust fans, generators etc.) shall be screened. Furthermore, no mechanical equipment, electrical equipment or exhaust fans shall be located between the building and abutting properties used or zoned for residential, unless screened, and noise reduction measures are implemented.

### **3.5 General Requirements**

#### *Permitted Encroachments into Yards*

3.5.1 The following structures are permitted encroachments into any required yard:

- a) wheelchair ramps, uncovered patios, porches, walkways, lifting devices, and steps;
- b) ornamental frames that are part of the ground floor commercial facade, as shown on Schedule F;
- c) eaves, gutters, downspouts, cornices, and other similar features may project up to 0.9 metres from the building face;
- a) window bays and solar collectors may project up to 0.9 metres from the building face; and
- b) mechanical and electrical systems may project up to 0.9 metres from the building face, subject to Subsection 3.4.18.

#### *Screening of Waste Management Containers*

3.5.2 All refuse and recycling materials shall be contained within a building. The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.

#### *Parking, Driveways and Garage Entrances*

3.5.3 The development is not required to provide parking spaces for commercial, service or institutional uses. The development shall provide at least one separately accessible parking space, at least 2.4 metres wide and 4.8 metres long, for every:

- a) four bachelor units, or fraction thereof, contained in an apartment house;
- b) three one-bedroom units contained in an apartment house; and
- c) two dwelling units in excess of one-bedroom in an apartment house.

3.5.4 Commercial parking is permitted. Up to four surface parking spaces are permitted.

3.5.5 Driveway access shall be off Pepperell Street. A garage entrance may face Pepperell Street. The garage entrance shall be setback from the streetwall facing Pepperell, and shall be generally designed as shown in Schedule F.

#### *Bicycle Parking*

3.5.6 The development shall comply with the bicycle parking provisions of the applicable Land Use By-law, as amended from time to time.

#### *Landscaping*

3.5.7 Subject to Subsection 3.5.9, all required yards shall be landscaped as follows:

- a) landscaped areas shall include soft landscaping materials, such as grasses or plantings; and
  - b) landscaped areas to be used for outdoor amenity space or walkways may include hard landscaping materials such as pavers, tile or wood.
- 3.5.8 Areas required for vehicle and pedestrian access do not need to be landscaped.
- 3.5.9 Along the eastern property line the development must contain a landscape buffer along the side yard next to the existing residential use. The landscape buffer must contain:
- a) an opaque fence or masonry wall at least 1.8 metres high; and
  - b) at least three coniferous trees with a minimum height of 4 metres.
- 3.5.10 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the landscaping provisions of this Agreement. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.5.11 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 Agreement.
- 3.5.12 Notwithstanding Subsection 3.5.10, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply 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.

#### *Amenity Space*

- 3.5.13 Apartment house buildings shall provide amenity space at a rate of 5 square metres per residential unit. Amenity space may be provided in the form of unit patios, unit balconies or terraces, rooftop balconies or terraces, and shall include interior amenity space. Interior amenity space shall include one of the following common elements:
- a) fitness room of a minimum size of 40 square metres; or
  - b) community room of a minimum size of 40 square metres.

#### *Signs*

- 3.5.14 Any persons carrying on a use permitted in this Agreement may place upon and parallel to the front of the building signage that complies with the following:
- a) where signs are illuminated, they shall be illuminated in such a manner not to cause a glare or hazard to motorists, pedestrians or neighbouring premises;
  - b) fascia signs shall not extend beyond the end of a wall on which they are affixed;

- c) maximum combined size of fascia signs on the wall of a building shall be no greater than 10 percent of the total area of said wall;
- d) aggregate area of all window signs shall not exceed 25 percent of the window, or glass area of a door, to which they are affixed;
- e) signs on awnings shall not cover more than 25 percent of the area of the awning, and the length of the text shall not exceed 80 percent of the length of the front valance; and
- f) no signs shall be permitted on the roof of a building.

3.5.15 Three fascia signs displaying the name of the building may be placed on the exterior walls, as shown on Schedule F. The fascia signs shall be made of individual letters. The fascia signs may be internally illuminated or backlit.

### **3.6 Additional Requirements**

- 3.6.1 Prior to the issuance of a Development Permit, a subdivision application to consolidate the properties shown on Schedule B shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law. A Demolition Permit is required to remove existing buildings on the properties prior to consolidation. No Development Permit shall be issued until the subdivision plan is approved.
- 3.6.2 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged to divert the light away from streets, adjacent lots and buildings. Accent lighting of building elements is permitted.
- 3.6.3 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 buildings, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.6.4 Temporary construction buildings 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 buildings shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

#### *Commercial Access*

- 3.6.5 An easement agreement permits vehicles to pass from 6331 Pepperell Street to 6310 Quinpool Road and vice-versa. If this easement remains in force, the easement may be used to provide commercial access to 6310 Quinpool Road.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

- 4.1.1 All design and construction of primary and secondary service systems 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 Off Site Disturbance**

- 4.2.1 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.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

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

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 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.

## **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) The granting of an extension to the date of commencement of construction as identified in Subsection 7.3.1 of this Agreement;
  - (b) The length of time for the completion of the development as identified in Subsection 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 6 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 the issuance of a Building 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(a), 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 completion of 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 applicable Municipal Planning Strategy and Land Use By-law, 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 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: \_\_\_\_\_

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

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

**MAYOR**

\_\_\_\_\_  
Witness

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

**MUNICIPAL CLERK**

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that \_\_\_\_\_, \_\_\_\_\_ of the parties thereto, signed, sealed and delivered the same in his/her presence.

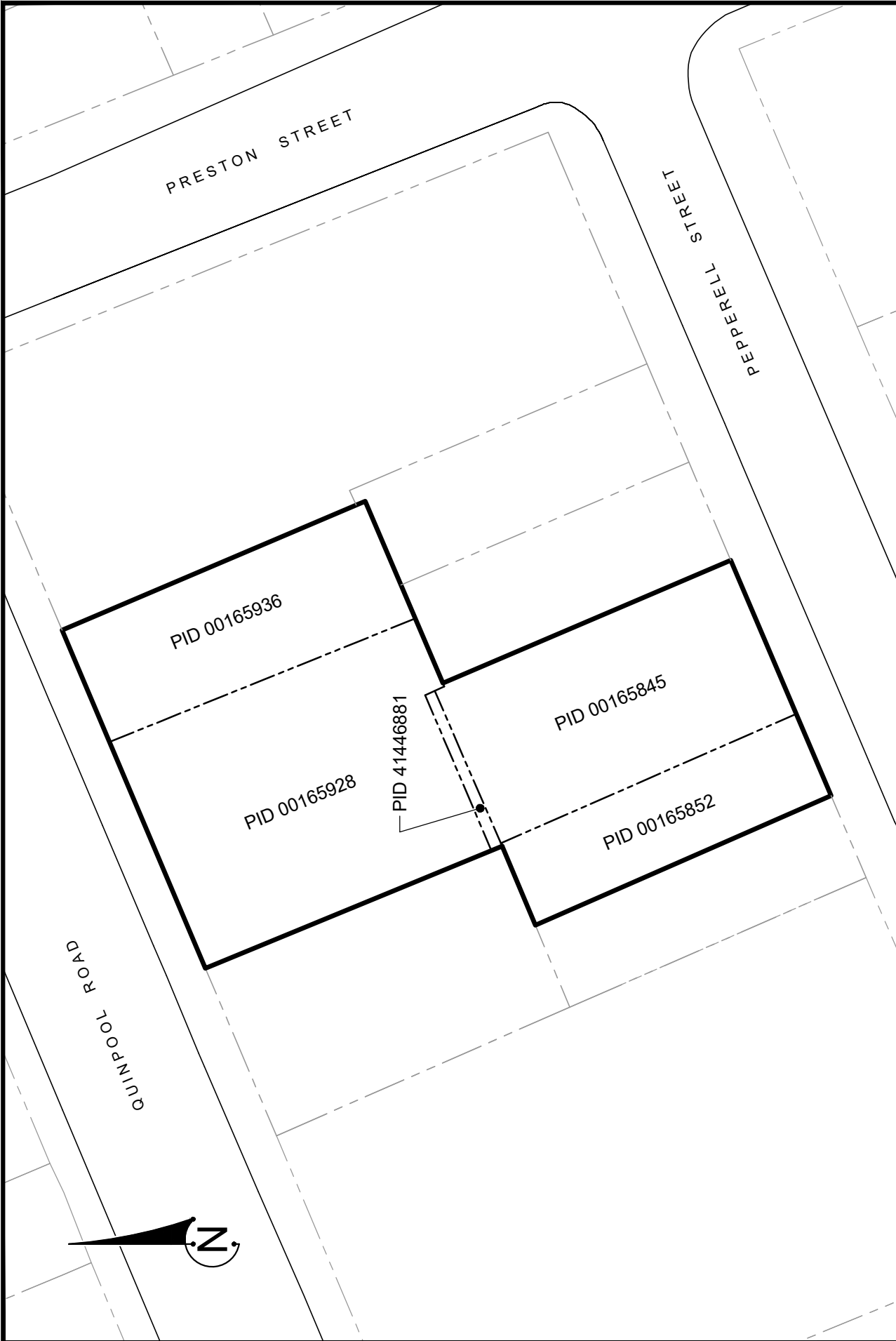
\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

Schedule B - Subject Properties



SCALE

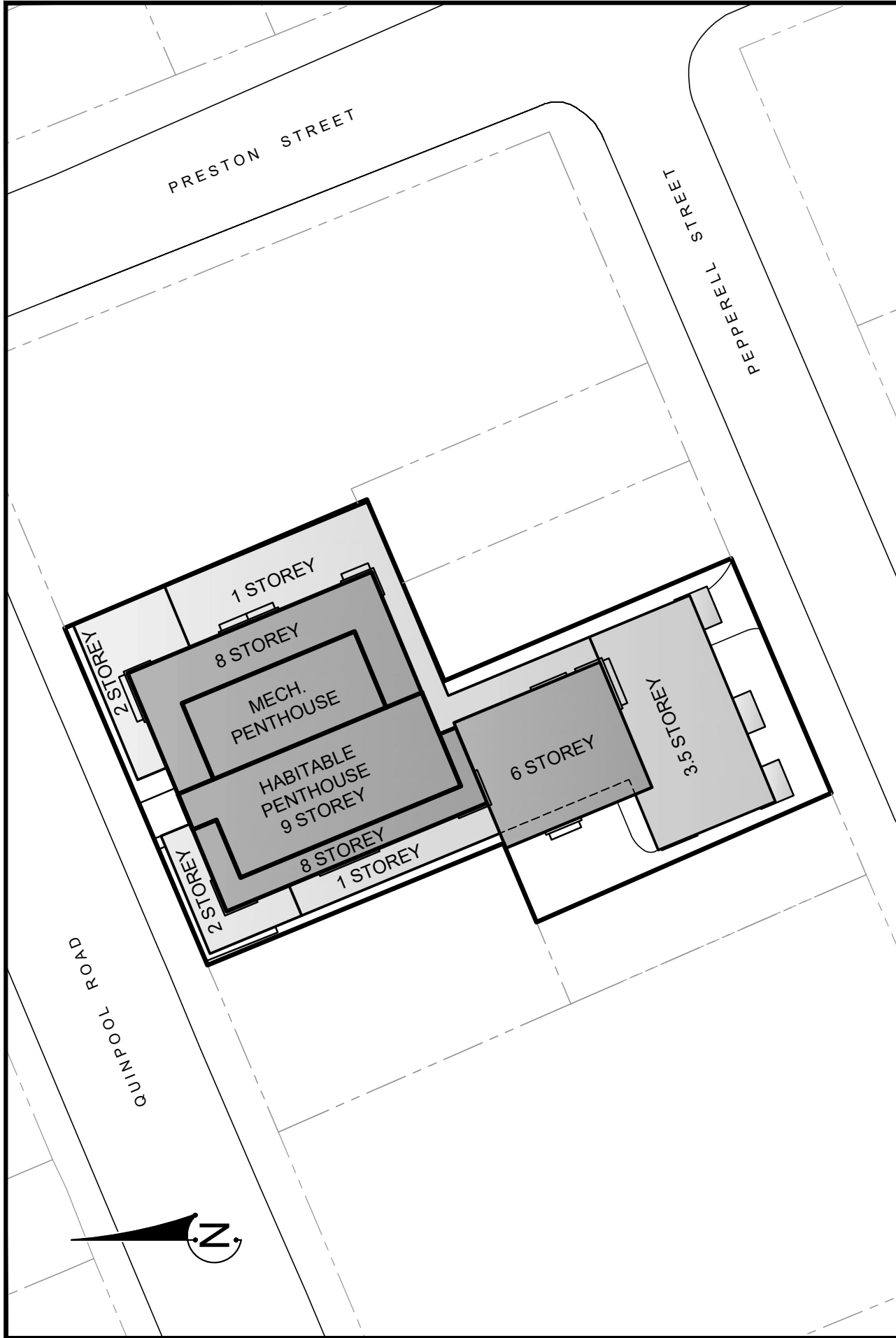


DATE: 27-FEB-2019

161-02034-105

PROPERTY PLAN - TED BUILDING  
QUINPOOL ROAD  
HALIFAX, NOVA SCOTIA

Schedule C - Site Plan



SCALE

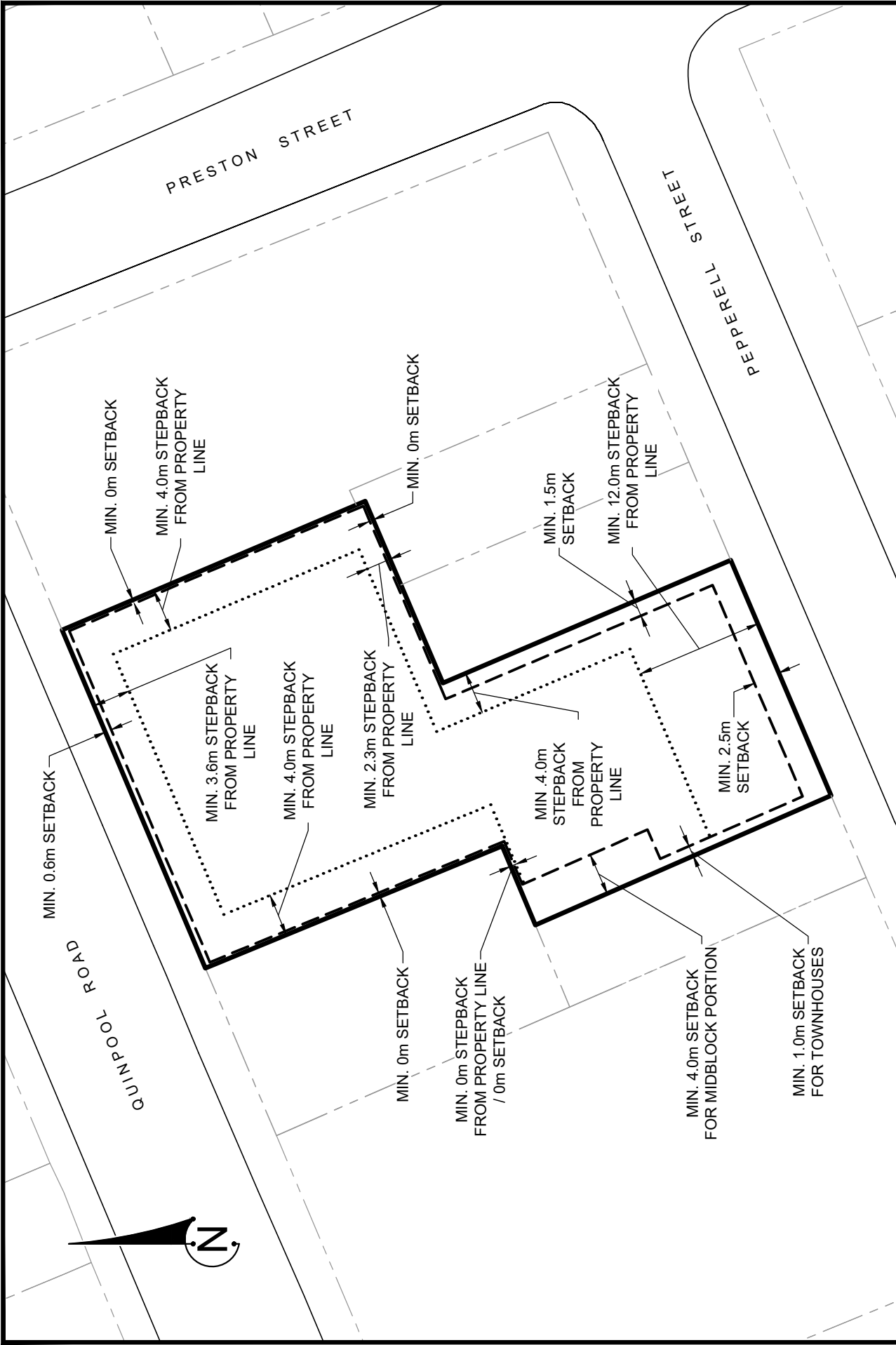


SITE PLAN - TED BUILDING  
QUINPOOL ROAD  
HALIFAX, NOVA SCOTIA

DATE: 27-FEB-2019

161-02034-105

# Schedule D - Setback and Stepback Plan



SCALE



DATE: 27-FEB-2019

161-02034-105

STEPBACK / SETBACK PLAN - TED BUILDING  
 QUINPOOL ROAD  
 HALIFAX, NOVA SCOTIA











