



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 15.1.4
Halifax Regional Council
August 5, 2025

TO: Mayor Fillmore and Members of Halifax Regional Council

FROM: Brad Anguish, Acting Chief Administrative Officer

DATE: July 29, 2025

SUBJECT: **Case MPSA-2024-00975): Amendments to the Regional Centre Municipal Planning Strategy Land Use By-law and associated development agreement for 2764-2778 Robie Street, Halifax (PID 00005181)**

ORIGIN

March 25, 2025 Regional Council Item No. 15.1.5

MOVED by Councillor Hinch, seconded by Councillor Cleary

THAT Regional Council direct the Chief Administrative Officer to:

- a) Initiate a process to consider amendments to the Regional Centre Secondary Municipal Planning Strategy and Land Use By-law to enable a development agreement for a 12-storey building in a tall mid-rise built form on lands at 2764 – 2778 Robie Street (PID 00005181) in Halifax as outlined in the staff report dated February 24, 2025; and
- b) Follow Administrative Order 2023-002-ADM Respecting Public Participation for Planning Documents, Certain Planning Applications, and Engagement with Abutting Municipalities for the required public participation program and as outlined in the staff report dated February 24, 2025.

MOTION PUT AND PASSED UNANIMOUSLY

EXECUTIVE SUMMARY

This report recommends Council approval of changes to the Regional Centre Municipal Planning and Land Use By-law to enable a development agreement for 2764-2778 Robie Street, Halifax (PID 00005181) for a development that is a maximum 12 storeys in height and otherwise meets the requirements of the Regional Centre Land Use By-law, including tall-mid rise form with the exception of height. This site-specific amendment is recommended to support integration of the building with the large Richmond Yard development approved prior to the Regional Centre Municipal Planning Strategy and Land Use By-law coming into effect. The development will support an additional pedestrian connection and additional affordable housing units under a CMHC agreement. There are no financial implications associated with the recommendation contained in this report.

RECOMMENDATION

It is recommended that Regional Council:

1. Give First Reading to consider the proposed amendments to the Regional Centre Secondary Municipal Planning Strategy and Regional Centre Land Use By-law, as set out in Attachments A and B of this report, to enable a 12-storey building in a tall mid-rise form at 2764-2778 Robie Street, Halifax (PID 00005181) and schedule a public hearing; and
2. Adopt the proposed amendments to the Regional Centre Secondary Municipal Planning Strategy and Regional Centre Land Use By-law, as set out in Attachments A and B of this report.

It is further recommended that the Halifax and West Community Council:

3. Give Notice of Motion to consider the proposed development agreement, as set out in Attachment C of this report, to permit a 12-storey building in a tall mid-rise form subject to meeting certain conditions. The public hearing for the development agreement shall be held concurrently with that indicated in Recommendation 1.
4. Provisionally approve the proposed development agreement for 2764-2778 Robie Street, Halifax, which shall be substantially of the same form as contained in Attachment C of this report; and
5. 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, whichever is later, otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

FBM on behalf of Westwood Construction Limited /Richmond Yards Inc. applied to modify the Regional Centre Secondary Municipal Planning Strategy (SMPS) and Land Use By-Law (LUB) to enter into a development agreement on PID 00005181, at the corner of Robie Street and Almon Street in Halifax. The proposal is to modify built form requirements to allow a 12-storey tall mid-rise building. The proposed building would have a mix of uses, including commercial space along the ground floor and 150 residential units as identified in the [February 24, 2025 staff report](#).

Subject Site	2764 – 2778 Robie Street, Halifax (PID 00005181)
Location	Located at the southern corner of the intersection of Robie and Almon Streets.
Regional Plan Designation	Urban Settlement
Community Plan Designation (Map 1)	Centre in the Regional Centre SMPS
Zoning (Map 2)	CEN-2 (Centre-2) in the Regional Centre LUB, including <ul style="list-style-type: none"> • A maximum building height of 40 storeys; and • A maximum Floor Area Ratio (FAR) of 7.0.
Size of Site	1,997.1 square metres (21,496 square feet)
Current Land Use(s)	Under construction. Building permit ZURB-BPCOM-2023-16401 issued for a 10-storey mixed-use building with 120 units.
Surrounding Use(s)	To the south of this site is Richmond Yards, a planned development over a 4.2 acre site comprising several mid to high-rise buildings with approximately 520 residential units. The surrounding streetscape along Robie Street is generally low-rise

with some underutilized lands, including surface parking lots and the vacant Bloomfield site. However, significant intensification with mid-rise and high-rise buildings is anticipated in this area in the future, either through as-of-right zoning or as part of the Young District comprehensive planning process.

Proposal Details

A 10-storey building with a total of 120 units is under construction (building permit #ZURB-BPCOM-2023-16401). The 10-storey building complies with all applicable requirements under the LUB, including the tall mid-rise building requirements (10 storeys is the maximum allowable height of a tall mid-rise building). The proposal is to add an additional two storeys to this building, which would result in a 12-storey mixed-use building with 150 residential units as a tall mid-rise building (30 additional units).

The proposal includes two levels of underground parking with 68 vehicle spaces and 80 bicycle parking spaces. The building will be connected underground to a common parking garage to the larger Richmond Yards development.

The major aspects of the proposal are as follows:

- 12 storeys in height with a Floor Area Ratio of 4.82;
- integration with the larger Richmond Yards development approved prior to the SMPS and LUB being adopted;
- built form will meet the requirements of a tall mid-rise building in the CEN-2 Zone of the Regional Centre Land Use By-law, except for maximum height;
- total of 150 residential units, 68 underground parking spaces, and 80 bicycle spaces;
- intent to provide ground level commercial uses;
- an active transportation connection from Clifton Street to Robie Street, located between Almon Street and St Albans Street;
- the development shall provide incentive or bonus zoning in accordance with Part XV of the Land Use By-law; and
- the provision of 41 on-site affordable dwelling units in accordance with affordability standards from the Canada Mortgage and Housing Corporation's Apartment Construction Loan Program.

MPS and LUB Context

The Richmond Yards is under a development agreement that was approved under old policies in the former Halifax MPS. The subject property has been regulated by the Regional Centre SMPS and LUB since 2019. The SMPS and LUB were developed based on a framework of clarity and predictability, which permits significant as-of-right development subject to land use by-law requirements. These requirements include built form requirements to control the massing and design of buildings of various scales.

The subject property is in the Robie Street and Young Street Centre designation and is zoned Centre-2 (CEN-2). The CEN-2 Zone is among the most permissive zones within the Regional Centre, allowing a broad range of uses and high-density development. The CEN-2 Zone is generally applied to parcels that are separated from low-density areas and are intended to support intensification of mixed-use areas with access to frequent transit service, while supporting the completion of main streets that prioritize pedestrian comfort and transit mobility through building and streetscape design. The property is also located on a proposed rapid transit route and is near the Young District Future Growth Node, which is currently undergoing a comprehensive planning process. The Young District Infrastructure Study is assessing mobility and infrastructure needs of this larger intensification area.

The Regional Centre SMPS establishes four different built form (building) regulations that are based on the height of the building as described in the Feb. 25, 2025 report. The built forms have varying requirements (e.g. setbacks to property lines, building setbacks, building dimensions, etc.), with the general premise that taller buildings need more space to reduce impacts such as wind and shadow on the public realm and

are seen to be critical to key objectives and the overall framework of the Plan.

The building requirements established in the Regional Centre to help support a predictable approval framework and support key public realm objectives include:

- Low-rise (buildings up to 4 storeys)
- Mid-rise (buildings between 5 and 7 storeys)
- Tall mid-rise (buildings between 8 and 10 storeys)
- High-Rise (buildings that are 11+ storeys)

Council supported consideration of this development in a tall mid-rise form based on direction passed on March 25, 2025.

Approval Process

The approval process for this application involves two steps:

- a) First, Regional Council must consider and, if deemed appropriate, approve proposed amendments to the SMPS and LUB; and
- b) Secondly, Halifax and West Community Council must consider and, if deemed appropriate, approve a proposed development agreement once the MPS amendments are in effect.

Notwithstanding the two-stage approval process, a joint public hearing can be held by both Regional and Community Council to consider both the proposed SMPS and LUB amendments and the development agreement. In the event Regional Council approves the SMPS and LUB amendments, Halifax and West Community Council may make a provisional decision on the proposed development agreement at the joint hearing that is conditional on the amendments to the MPS and LUB coming into effect. A decision on proposed MPS and LUB amendments is not appealable to the N.S. Regulatory and Appeals Board. However, the decision on the proposed development agreement is appealable to the Board.

DISCUSSION

The SMPS is a strategic policy document that sets out the goals, objectives and direction for long term growth and development in Municipality. Amendments to a SMPS are significant undertakings and Council is under no obligation to consider such requests. In this case, staff advise that amendments are recommended based on the integration of the site with the larger Richmond Yard development, opportunity to provide pedestrian connectivity to the proposed rapid transit corridor, and provision of public benefits in the form of additional affordable units through CMHC agreement, all of which were key issues identified in Council's initiation. Further, the proposal is within the maximum height and Floor Area Ratio identified in the SMPS and LUB.

The following paragraphs review the rationale and content of the proposed SMPS and LUB amendments, as well as the associated development agreement.

Proposed MPS and LUB Amendments

Staff considered the existing SMPS policy context and a number of policy approaches when drafting the proposed SMPS and LUB amendments. Attachments A and B contain the proposed SMPS and LUB amendments. The development will meet most of the requirements of the LUB with the exception of height for a tall mid-rise form, therefore the site-specific amendments focus on the built form and additional requirements (new Policy IM-35.6). A summary of the proposed amendments are as follows:

- the development will not exceed 12 storeys in height;
- the development will meet the requirements of a tall mid-rise building in the CEN-2 Zone of the Regional Centre Land Use By-law, except for maximum height;

- the development will complete a mid-block pedestrian connection from Clifton Street to Robie Street, located between Almon Street and St Albans Street;
- the development will provide incentive or bonus zoning in accordance with Part XV of the Land Use By-law; and
- the development will provide 41 on-site affordable dwelling units in accordance with affordability standards from the Canada Mortgage and Housing Corporation's Apartment Construction Loan Program.

Regional Plan

This amendment does not conflict with the Regional Plan's goal to support transit-conducive development as the site is located on a proposed rapid transit line. It also supports additional pedestrian connection and the potential to create additional affordable housing units for up to 21 years. A site-specific policy amendment and a development agreement were identified as the appropriate planning tools to acknowledge the history of the site in relation to the larger Richmond Yards development, to maintain the integrity of the overall Regional Centre built form framework, and to secure additional public benefits.

Chapter 6A of the Regional Municipal Planning Strategy (RMPS) outlines objectives for the Regional Centre. Policy G-9A of the RMPS provides direction for mitigating climate change and protecting the future health of the municipality by prioritizing the movements of pedestrians and transit service over car-oriented design and ensuring consideration of future rapid transit corridors as key locations for residential and mixed-use intensification. It also prioritizes design that includes community-scale or site-level green infrastructure, renewable energy and other climate mitigation design elements.

Policy G-14A requires HRM to consider the objectives, policies and actions of the priorities plans, including the Integrated Mobility Plan, when considering amendments to any secondary municipal planning strategy and land use by-law.

Proposed Development Agreement

Attachment C 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:

- Allows any uses permitted within the zone applied to the lands subject to the provisions contained within the Land Use By-law for the Regional Centre as amended from time to time.
- Built form will generally comply with Section 3.4 and schedules A through G of the development agreement;
- With respect to affordable housing, Section 3.2.2 indicates that prior to issuing an occupancy permit, the Development Officer will require confirmation of:
 - i. a CMHC Apartment Construction Loan Program agreement that includes the number of affordable units to be offered and the length of time they will be offered at an affordable rent in agreement with CMHC; or
 - ii. identification of 11 units which shall be provided at no more than 30% of the median total income of all families in the subject market, and identification of an additional 30 units which shall be provided at no more than 21% of the median total income of all families in the subject market, for a minimum of 21 years.
- With respect to pedestrian connection and the overall site, Section 3.6 requires the Developer to 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, the pedestrian connection called Narrows Way as shown on Schedule F, 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.

It should be noted that while the Development Officer is responsible for administration of the development agreement, and will require the confirmations prior to occupancy to ensure the affordable units are offered

in accordance with the agreement, due to potential resource impacts and investigation complexities, ongoing compliance will be reliant on the CMHC Apartment Construction Loan Program agreement.

Priorities Plans

In accordance with Policy G-14A of the Regional Plan, staff considered the objectives, policies and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027 in making its recommendation to Council. In this case, the following policies were identified to be most relevant to this application, and as such were used to inform the recommendation within this report:

1. Integrating climate change implications into land use planning policies and process by reducing sprawl and efficiently using transportation systems (Action 23 HalifACT); and
2. Increasing housing stock to accommodate the growing population in Halifax (Strategic Objective 1.6 Halifax's Inclusive Economic Strategy 2022-2027).

Conclusion

Staff have reviewed the application and the existing policy context and advise that the SMPS and LUB should be amended to support consideration of a development agreement for development that is a maximum 12 storeys in height and otherwise meets the tall-mid rise form of the Regional Centre Land Use By-law. The proposed changes do not impact the overall built form of the Regional Centre for other sites. This is recommended to support integration of the building with the large Richmond Yard development approved prior to the SMPS and LUB coming into effect. The development will also provide additional pedestrian connection through the larger site and affordable housing units under a CMHC agreement. There are no financial implications associated with the recommendation contained in this report. Therefore, staff recommend that the Regional Council approve the proposed SMPS and LUB amendments. Should Regional Council approve the SMPS and LUB amendment(s), Halifax and West Community Council may provisionally approve the development agreement.

FINANCIAL IMPLICATIONS

The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of the development agreement. The HRM costs associated with processing this planning application and the administration of the development agreement can be carried out within the approved 2025-2026 operating budget for Planning and Development.

RISK CONSIDERATIONS

As noted in the Discussion section of this report, compliance with the requirements relative to the provision of on-site affordable units will largely rely on the enforcement of the CMHC agreement.

This application involves proposed SMPS amendments. Such amendments are at the discretion of Regional Council and are not subject to appeal to the N.S. Regulatory and Appeals Board. Information concerning risks and other implications of adopting the proposed amendments are contained within the Discussion section of this report.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy, the *HRM Charter*, and the Public Participation Administrative Order (2023-002-ADM). The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, and letters mailed to property

owners within the notification area. A total of 555 letters were mailed to property owners and tenants within the notification area (Map 3). The HRM website received a total of 205 unique pageviews over the course of the application, with an average time on page of 55 seconds. A total of three public comments were received and include the following topics:

- Concerns related to the depth of affordability provided in the on-site units and how affordability will be enforced;
- Concerns related to increased wind on the sidewalk due to an increase in building height;
- Concerns related to views being impacted by the proposed building; and
- Concerns related to impacts of ongoing construction related to the building.

A public hearing must be held by Regional Council before they can consider approval of the proposed SMPS and LUB amendments. Should Regional Council decide to proceed with a public hearing on this application, in addition to the advertisement on the HRM webpage, property owners within the notification area shown on Map 3 will be notified of the hearing by regular mail.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified.

LEGISLATIVE AUTHORITY

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

ALTERNATIVES

Regional Council may choose to:

1. Modify the proposed amendments to the SMPS and LUB for Regional Centre as set out in Attachments A and B of this report. If this alternative is chosen, specific direction regarding the requested modifications is required. Substantive amendments may require another public hearing to be held before approval is granted. A decision of Council to approve or refuse the proposed amendments is not appealable to the N.S. Regulatory and Appeals Board as per Section 262 of the *HRM Charter*.
2. Refuse the proposed amendments to the SMPS and LUB for Regional Centre. A decision of Council to approve or refuse the proposed amendments is not appealable to the N.S. Regulatory and Appeals Board as per Section 262 of the *HRM Charter*.

The Halifax and West Community Council may choose to:

3. 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. Regulatory and Appeals Board as per Section 262 of the *HRM Charter*.
4. 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. Regulatory and Appeals Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Map 1: Generalized Future Land Use
Map 2: Zoning
Map 3: Notification Area

Attachment A: Proposed Amendments to the Regional Centre Secondary Municipal Planning Strategy

Attachment B: Proposed Amendments to the Regional Centre Land Use By-law
Attachment C: Proposed Development Agreement

Report Prepared by: Kasia Tota, Manager, Community Planning, 902-292-3934



Map 1 - Generalized Future Land Use

2764-2778 Robie Street,
Halifax

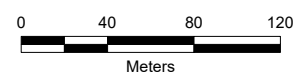
 Subject Property

Regional Centre
Plan Area

Designation

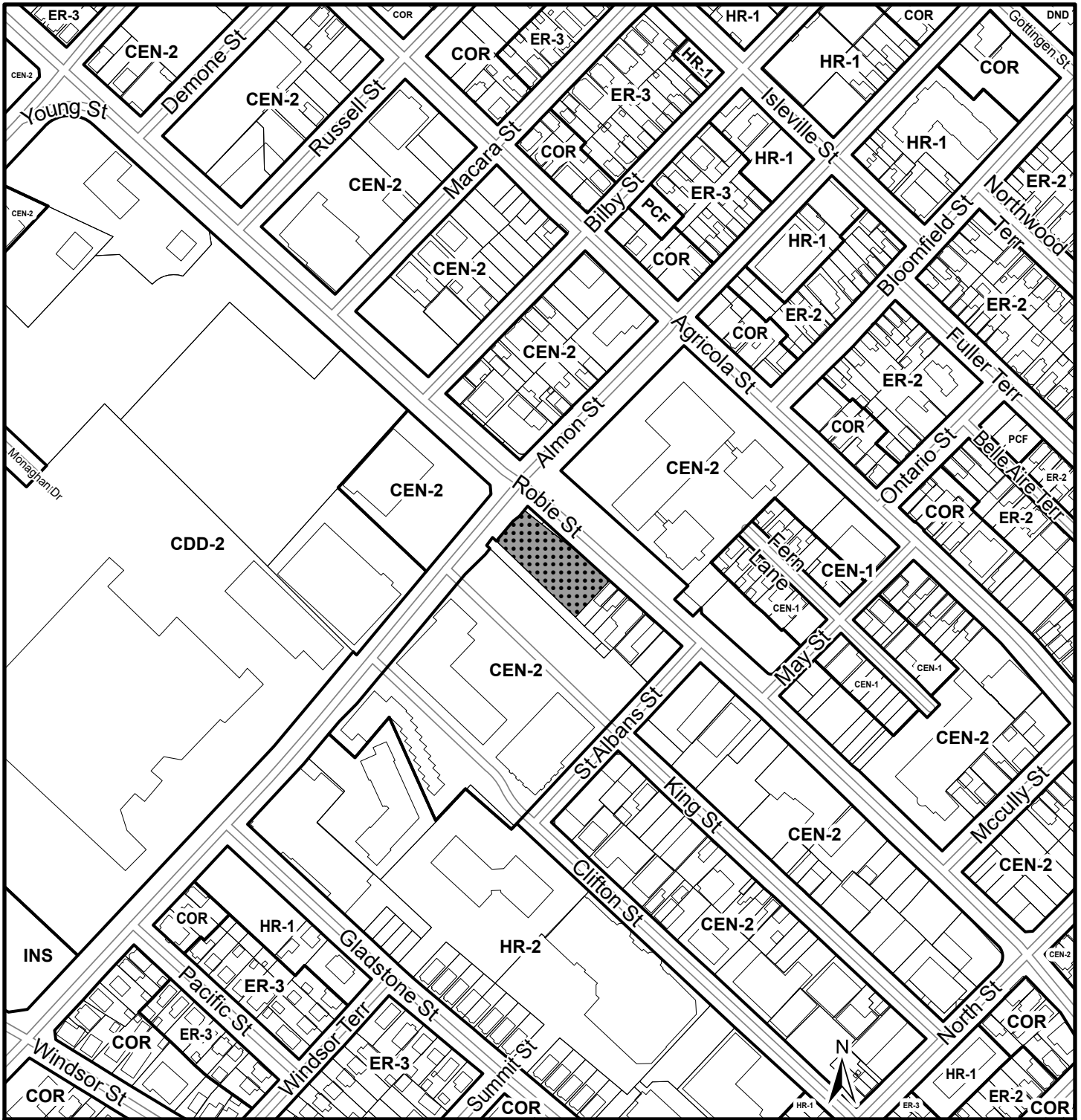
- CEN Centre
- COR Corridor
- ER Established Residential
- HR Higher-Order Residential
- FGN Future Growth Node
- IE Institutional Employment
- PCF Park and Community Facility

HALIFAX




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.



Map 2 - Zoning

2764-2778 Robie Street,
Halifax

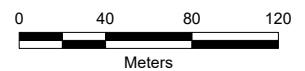
 Subject Property

Regional Centre
Land Use By-Law

Zone

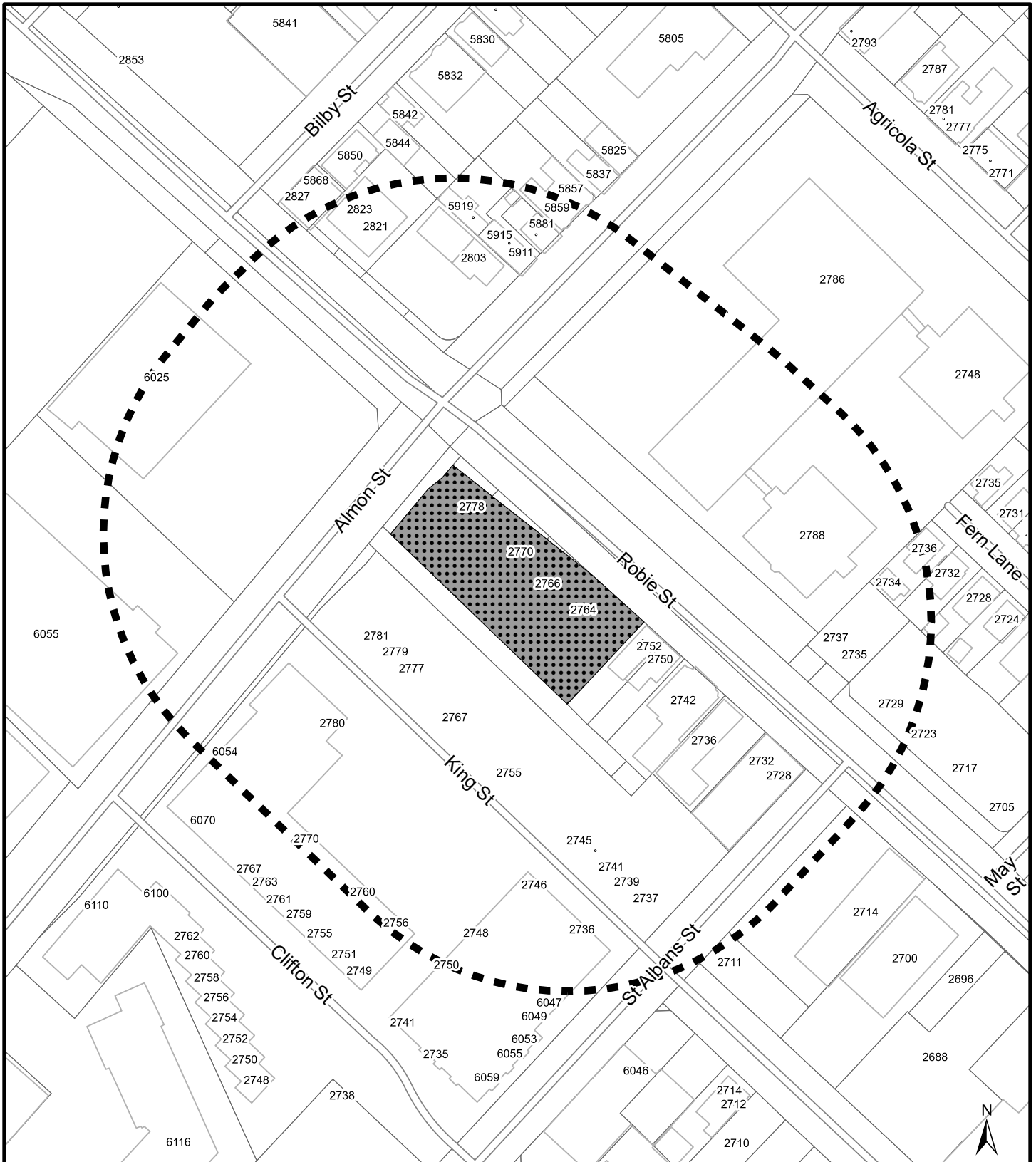
- CDD-2 Comprehensive Development District 2
- CEN-1 Centre 1
- CEN-2 Centre 2
- COR Corridor
- DND Department of National Defense
- ER-2 Established Residential 2
- ER-3 Established Residential 3
- HR-1 Higher-Order Residential 1
- INS Institutional
- PCF Parks and Community Facilities

HALIFAX



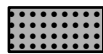
This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

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

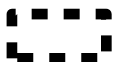


Map 3 - Notification Area

2764-2778 Robie Street,
Halifax



Subject Property



Notification Area

HALIFAX

0 10 20 30 40



Meters



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

Attachment A
Proposed Amendments to the Regional Centre Secondary Municipal Planning Strategy

BE IT ENACTED by the Council of the Halifax Regional Municipality that the Regional Centre Secondary Municipal Planning Strategy is hereby amended as follows:

1. Section 9.11 is amended by adding the following after Policy IM-35.5:

Policy IM-35.6

To support the transition to this Plan and to coordinate the development of Building RA on PID 00005181 with the large-scale Richmond Yards development (Case 20871), Council may consider a development agreement on the site identified as 2764-2778 Robie Street (PID 00005181) in the Land Use By-law to enable a mixed-use building, subject to the following requirements:

- a) the development shall not exceed 12 storeys in height;
- b) the development shall meet the requirements of a tall mid-rise building in the CEN-2 Zone of the Regional Centre Land Use By-law, except for maximum height;
- c) the development shall complete a mid-block pedestrian connection from Clifton Street to Robie Street, located between Almon Street and St. Albans Street;
- d) the development shall provide incentive or bonus zoning in accordance with Part XV of the Land Use By-law; and
- e) the development shall provide 41 on-site affordable dwelling units in accordance with affordability standards from the Canada Mortgage and Housing Corporation's Apartment Construction Loan Program.

THIS IS TO CERTIFY that the by-law of
which this is a true copy was duly passed at
a duly called meeting of the Council of
Halifax Regional
Municipality held on the ____ day of
_____,
A.D., 20_____.

GIVEN under the hand of the Municipal
Clerk and under the Corporate
Seal of the said Municipality this ____ day
of
_____, A.D., 20_____.

Municipal Clerk

Attachment B
Proposed Amendments to the Regional Centre Land Use By-law

BE IT ENACTED by the Council of the Halifax Regional Municipality that the Regional Centre Land Use By-Law is hereby amended as follows:

1. Subsection 472(2) of Part XV, Chapter 1: General Incentive of Bonus Zoning Requirements is amended by adding “IM-35.6,” after “UD-13,” and before “IM-37”.
2. Part XVI, Chapter 1: Development Agreements is amended by adding Section 498.7 immediately after Section 498.5 as follows:

Site-specific development agreements

498.7 Development on PID 00005181, identified as 2764-2778 Robie Street, may be permitted by development agreement in accordance with Policy IM-35.6 in the Regional Centre Secondary Municipal Planning Strategy.

THIS IS TO CERTIFY that the by-law of
which this is a true copy was duly passed at
a duly called meeting of the Council of
Halifax Regional
Municipality held on the ____ day of

_____,
A.D., 20_____.

GIVEN under the hand of the Municipal
Clerk and under the Corporate
Seal of the said Municipality this ____ day
of
_____, A.D., 20_____.

Municipal Clerk

Attachment C: Proposed Development Agreement

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

BETWEEN:

Richmond Yards Inc.
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 **2764-2778 Robie 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 12 storey building **in a tall mid-rise built form** on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy **IM-35.6** of the Regional Centre Municipal Planning Strategy and Section **498.7** of the Regional Centre Land Use By-law;

AND WHEREAS the **[Insert - Name of Council]** approved this request at a meeting held on **[Insert - Date]**, referenced as MPSA-2024-00975;

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 applicable Land Use By-law and the Regional Subdivision By-law, as amended from time to time.
- 1.2.2 Variance applications enabled under Section 250 of the Halifax Regional Municipality Charter shall be permitted.

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

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, generally conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as MPSA-2024-00975:

Schedule A	Legal Description of the Land(s)
Schedule B	Building Elevation - North
Schedule C	Building Elevation - South
Schedule D	Building Elevation - East
Schedule E	Building Elevation - West
Schedule F	Site Plan
Schedule G	Site Plan - Roof

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) Written confirmation from a Structural Engineer that all landscape areas designed to be installed upon any portion on any rooftop level of the building is able to support any required drainage or additional weight caused by the landscaped area; and
 - (b) Any other information deemed necessary by the Development Officer.
- 3.2.2 Prior to the issuance of the first Occupancy Permit for the building, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Confirmation of:
 - i. a CMHC Apartment Construction Loan Program agreement that includes the number of affordable units to be offered and the length of time they will be offered at an affordable rent in agreement with CMHC; or
 - ii. identification of 11 units which shall be provided at no more than 30% of the median total income of all families in the subject market, and identification of an additional 30 units which shall be provided at no more than 21% of the median total income of all families in the subject market, for a minimum of 21 years; and
 - (b) The required public benefit for Incentive or Bonus Zoning, in accordance with Part XV of the Regional Centre Land Use By-Law.

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) Any uses permitted within the zone applied to the Lands subject to the provisions contained within the Regional Centre Land Use By-law as amended from time to time.

3.4 Built Form

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

- (a) the minimum streetwall setback shall be 3.0 metres, except for a maximum of 20% of the length of the building facing each streetline or transportation reserve for which no setback is required;
- (b) any portion of the main building above the streetwall height shall have a minimum required setback from any side lot line of 9.6 metres;
- (c) any portion of the main building above the streetwall height shall have a minimum required setback from any rear lot line of 9.1 metres;
- (d) the maximum height of the building shall not exceed 12 storeys (exclusive of a Mechanical Penthouse);
- (c) the maximum floor area above the height of the streetwall shall not exceed 1,045 square metres; and
- (d) pergolas and shading devices shall be set back 3 metres from the building face and have a maximum height above the rooftop of no more than 4.5 metres
- (e) the maximum tower depth shall not exceed 55 metres.
- (f) window bays, as generally shown on the schedules, which have a maximum depth of 2 metres and a maximum width of 4.5 metres shall be permitted to encroach into the side setback, rear setback, and maximum tower depth under subsections (b), (c), and (f), by no more than 2 metres.

3.4.2 With the exception of those requirements listed in section 3.4.1 of this Agreement, all other requirements for a tall mid-rise building in the CEN-2 Zone in the Regional Centre Land Use By-law, as amended from time to time, shall apply.

3.5 Other Matters

3.5.1 All other matters related to land use that are not covered in this Agreement, including but not limited to permitted encroachments, rooftop features, amenity space, landscaping, outdoor lighting, on-site parking and loading, signage, and screening, shall comply with the requirements of the Regional Centre Land Use By-Law, as amended from time to time.

3.6 Maintenance

- 3.6.1 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, the pedestrian connection called Narrows Way as shown on Schedule F, 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.
- 3.6.2 All disturbed areas of the Lands shall be reinstated to their original condition or better.

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.

4.3 Mid-Block Pedestrian Connection

- 4.3.1 The Developer shall be responsible for constructing and maintaining, at the Developer's sole cost, a mid-block pedestrian connection identified as Narrows Way on Schedule F.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

- 5.1.1 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 Archaeological Monitoring and Protection

- 5.2.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.3 Sulphide Bearing Materials

- 5.3.1 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 in a matter consistent with the *Halifax Regional Municipality Charter*:
- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
 - (b) The granting of an extension to the length of time for the completion of the development as identified in Section 7.4 of this Agreement.
 - (c) Changes to the Schedules of this Agreement which do not conflict with the written text of this agreement and conform with the applicable requirements of the Regional Centre Land Use By-law.

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 the Chief Administrative Officer for the Municipality.
- 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 five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, 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 pouring of concrete footings.
- 7.3.3 For the purpose of this section, the Municipality 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.

7.4 Completion of Development

- 7.4.1 Upon the completion of the whole development, the Municipality 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) 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.
- 7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.
- 7.4.3 In the event that development on the Lands has not been completed within ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after ten (10) years from the date of execution of this Agreement, the Municipality 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 60 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 defence 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: _____

Print Name: _____

Date Signed: _____

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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

Date signed: _____

Witness

Per: _____
MUNICIPAL CLERK

Date signed: _____

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 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 _____, A.D. 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 Andy Fillmore, Mayor and Iain MacLean, 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

BLOCK F-A

ALMON STREET and ROBIE STREET
HALIFAX, HALIFAX COUNTY, NOVA SCOTIA

ALL that certain parcel of land situated on the southeastern side of Almon Street and the southwestern side of Robie Street, in Halifax, Halifax County, Province of Nova Scotia shown as Block F-A on Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 13-3437-0 titled Plan of Survey of Block F-A & Parcels HRM-1A & AE-1AB, signed by Daniel S. Gerard, N.S.L.S., dated August 26, 2024.

Block F-A being more particularly described as follows:

BEGINNING on the southeastern boundary of Almon Street at the northern corner of Block 1R, lands registered Lands of Halifax County Condominium Corporation No. 428 by declaration recorded in the Halifax County Land Registration Office in Document No. 119908219;

THENCE North 39 degrees 53 minutes 52 seconds East, 22.418 meters, along the southeastern boundary of Almon Street (Parcel HRM-1A and HRM-2), to an angle therein;

THENCE North 51 degrees 26 minutes 38 seconds East, 4.996 meters, along the southeastern boundary of Almon Street (Parcel HRM-2), to an angle therein;

THENCE North 39 degrees 53 minutes 52 seconds East, 4.646 meters, along the southeastern boundary of Almon Street (Parcel HRM-2) to its intersection with the southwestern boundary of Robie Street (Parcel H-4);

THENCE South 51 degrees 46 minutes 14 seconds East, 49.100 meters, along the southeastern boundary of Robie Street (Parcel H-4, H-5, and H-6), to an angle therein;

THENCE South 47 degrees 51 minutes 24 seconds East, 19.750 meters, along the southeastern boundary of Robie Street, to the northwestern boundary of Lot 3, lands conveyed to Modern Orchid Property Management Inc. by indenture recorded in the Halifax County Land Registration Office in Document No. 110772440;

THENCE South 42 degrees 58 minutes 48 seconds West, 31.315 meters, along the northwestern boundary of Lot 3, to its corner therein;

THENCE South 46 degrees 06 minutes 01 seconds East, 22.871 meters, along the southwestern boundary of Lot 3, Lot 2, lands conveyed to Robie South Limited, by indenture recorded in the Halifax County Land Registration Office in Book 7571 Page 1028, Lot Y1, lands conveyed to Viking Property Management Inc. by Indenture recorded in the Halifax County Land Registration Office in Document No. 114783963, to a corner therein;

THENCE South 42 degrees 59 minutes 07 seconds West, 6.097 meters, along the northwestern boundary of PID 41380544, lands registered to Halifax Regional Municipality, to the northeastern boundary of Block 1R;

THENCE North 46 degrees 06 minutes 01 seconds West, 90.839 meters, along the northeastern boundary of Block 1R, to the place of beginning.

CONTAINING an area of 2,551.9 Square Meters.

ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64 degrees 30 minutes West.

THE above-described Block F-A being a portion of Block F, lands conveyed to Richmond Yards Incorporated, by indenture, recorded in the Halifax County Land Registration Office as Document No. 115846454 and 102420677 and a Portion of Lot 1 (PID 40925802), lands acquired by Halifax Regional Municipality;

SUBJECT to a Public Access Easement over Parcel A, as shown and being mathematically delineated on the above referred to plan No. 13-3437-0.

TOGETHER with an Access Easement over Parcel AE-1AB, as shown and being mathematically delineated on the above referred to plan No. 13-3437-0.

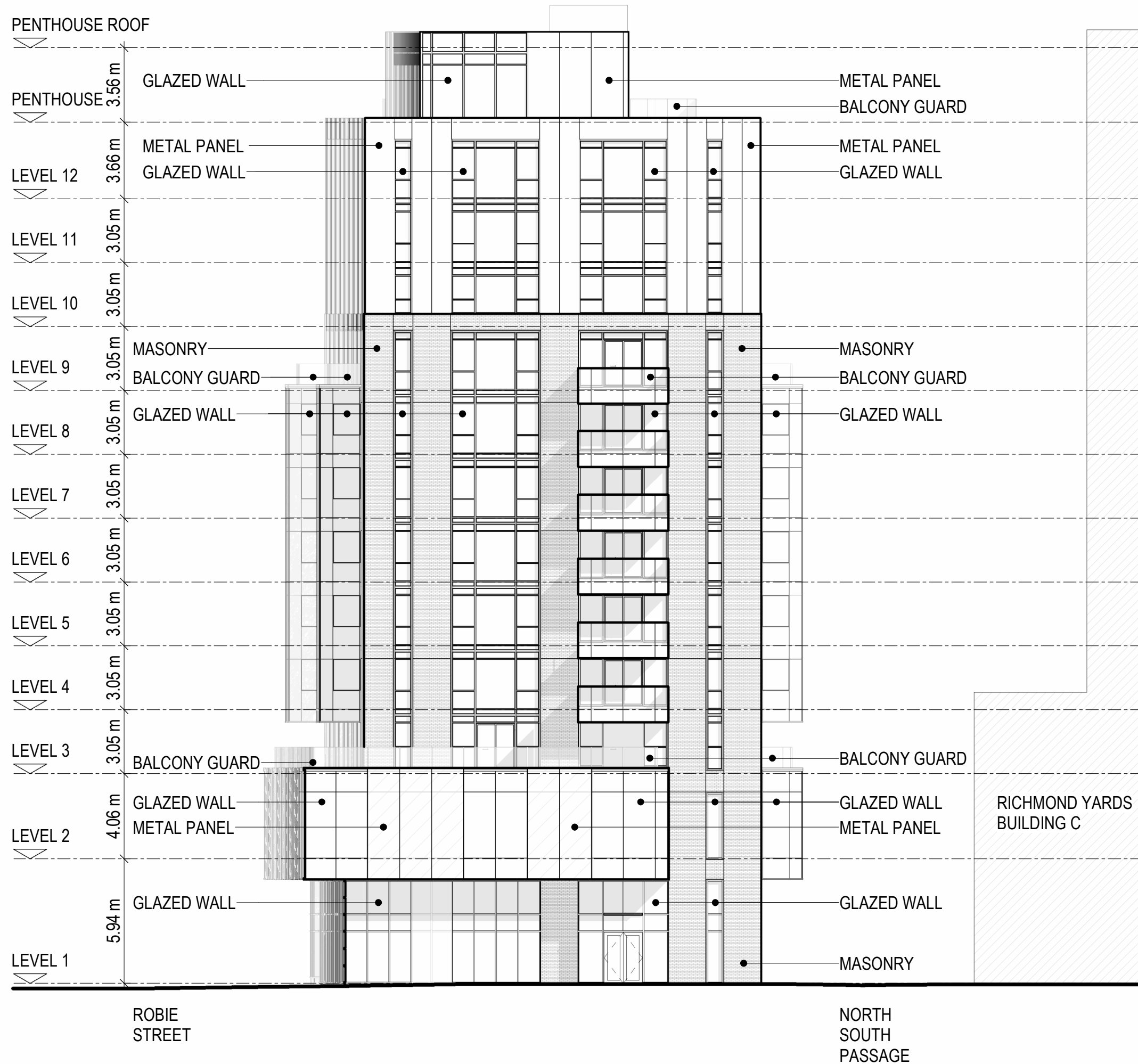
*** Municipal Government Act, Part IX Compliance ***

Exemption:

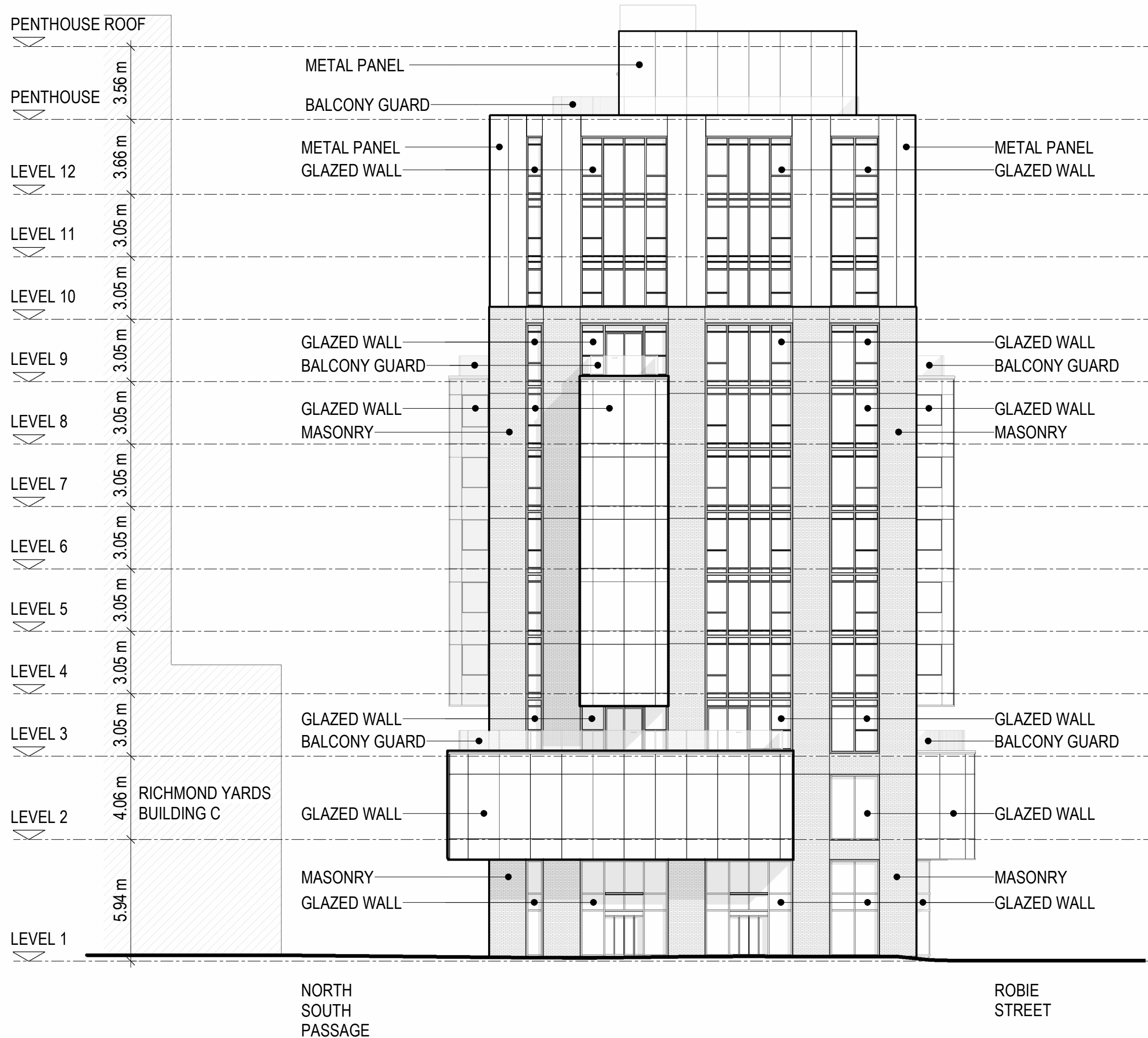
The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(e) resulting from an acquisition of land by a municipality for municipal purposes.



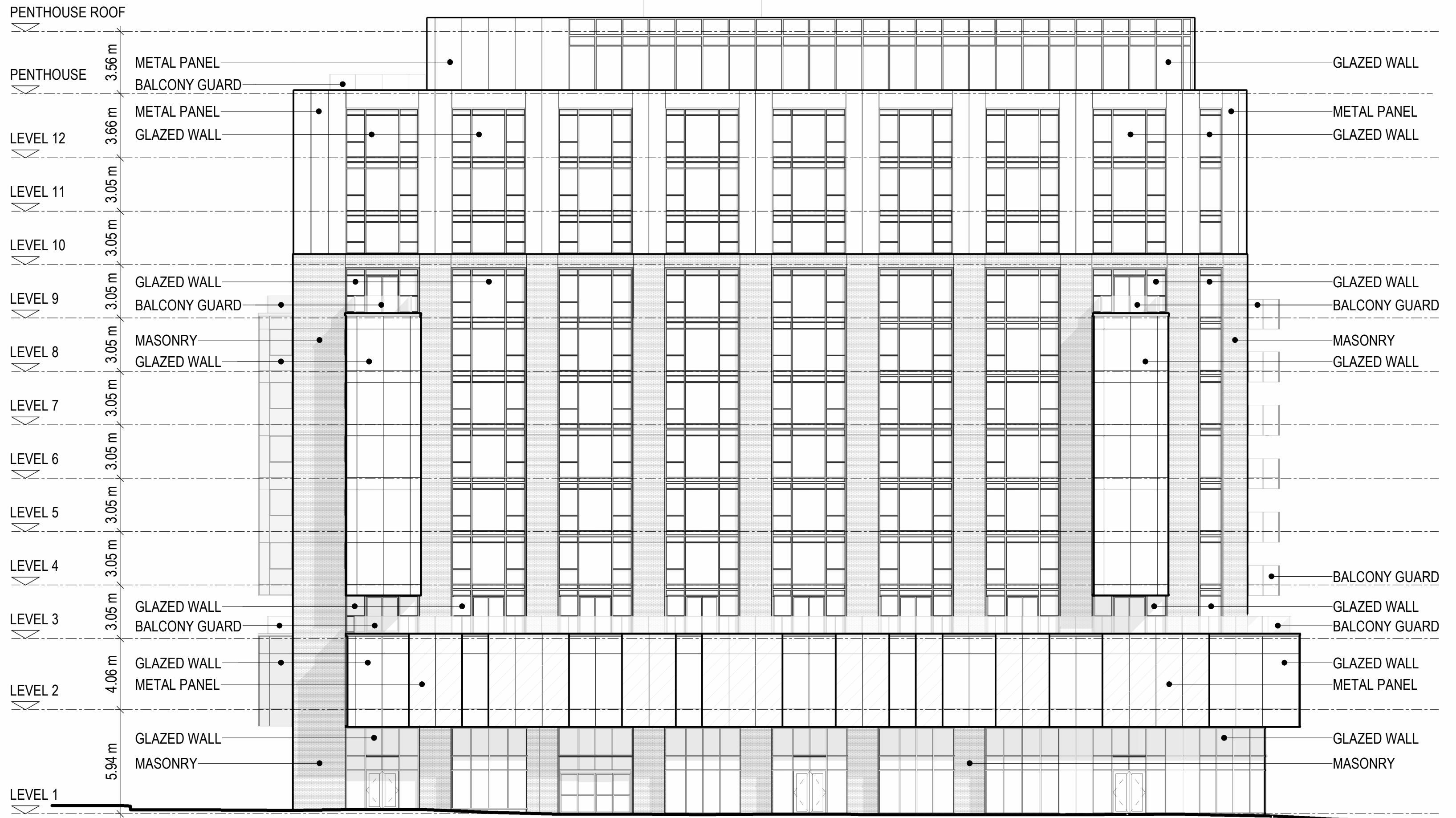
BUILDING ELEVATION - NORTH - ALMON STREET



BUILDING ELEVATION - SOUTH - NARROW'S WAY

RICHMOND YARDS

BUILDING RA



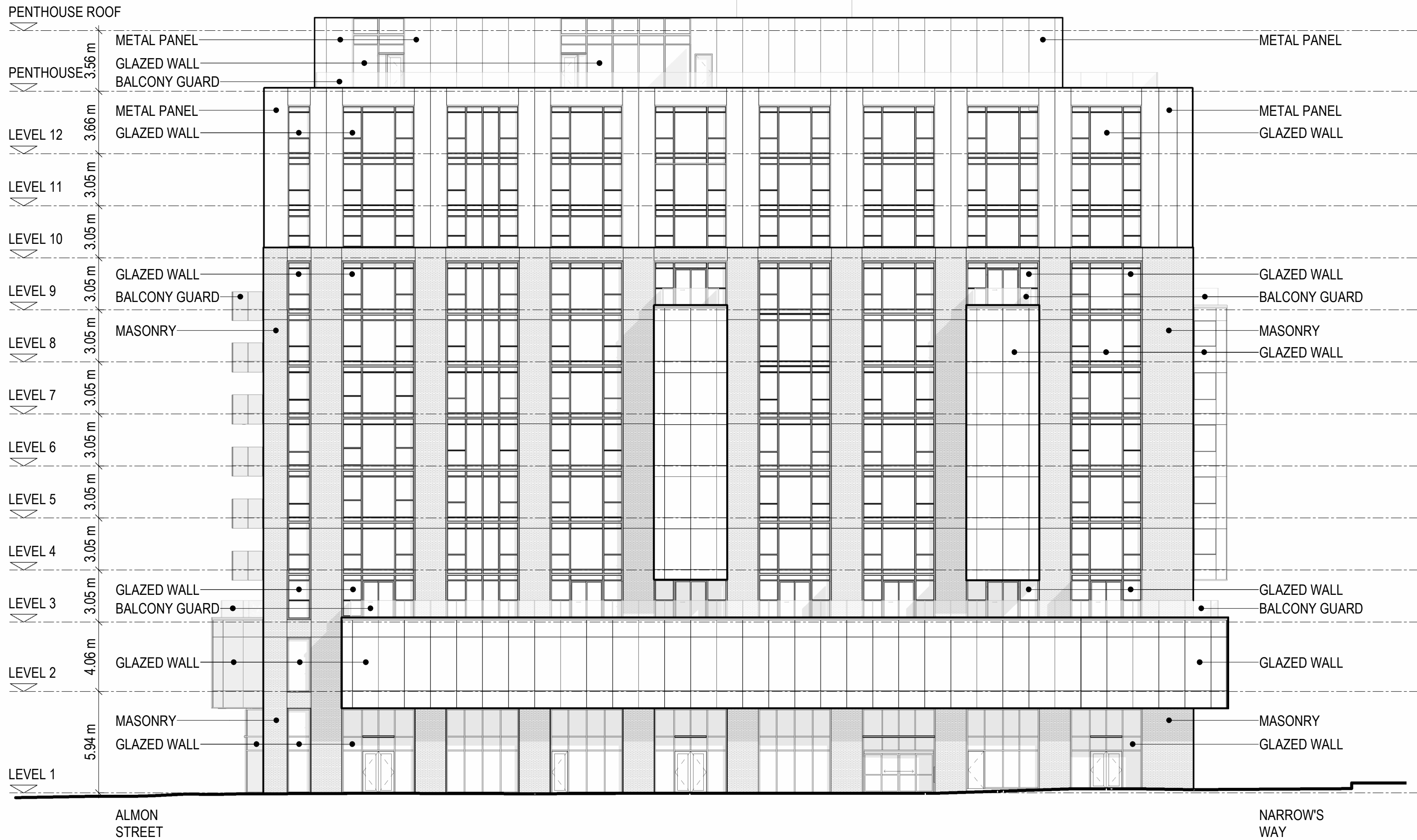
NARROW'S WAY

ALMON STREET

BUILDING ELEVATION - EAST - ROBIE STREET

RICHMOND YARDS

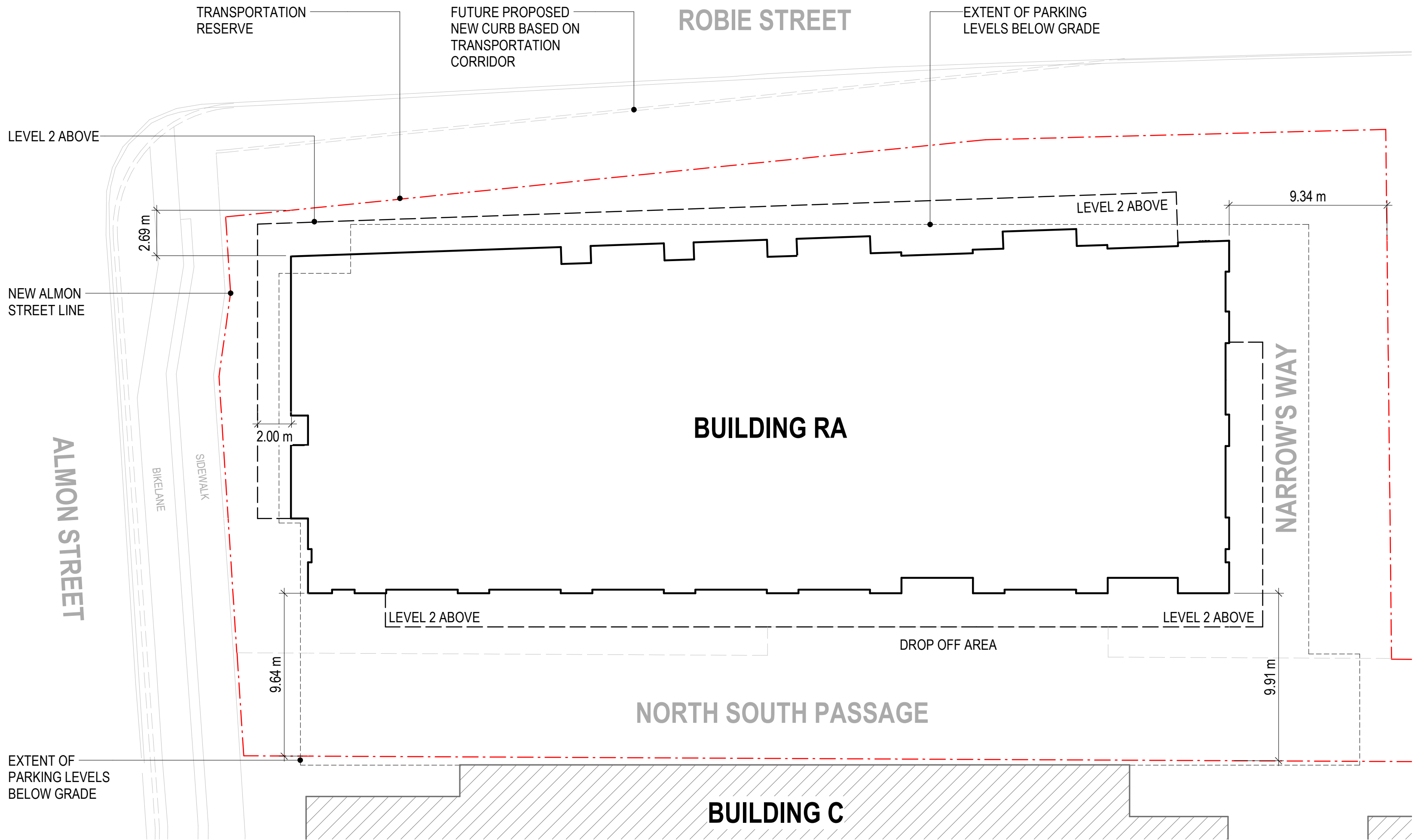
BUILDING RA



BUILDING ELEVATION - WEST - NORTH SOUTH PASSAGE

RICHMOND YARDS

BUILDING RA



ROBIE STREET

ALMON STREET

NARROW'S WAY

NORTH SOUTH PASSAGE

BUILDING C

