



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

Item No.
Halifax and West Community Council
September 12, 2017

TO: Chair and Members of Halifax and West Community Council

SUBMITTED BY: Original Signed

Kelly Denty, Acting Director, Planning and Development

DATE: August 28, 2017

SUBJECT: **Case 20359: Stage II Development Agreement - Phase 4 of Rockingham South, Halifax**

ORIGIN

Application by WM Fares Architects for a stage II development agreement to enable the development of four multiple unit dwellings in phase 4 of the Rockingham South development.

LEGISLATIVE AUTHORITY

See Attachment A.

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Approve, by resolution, the proposed Stage II development agreement, which shall be substantially of the same form as contained in Attachment B of this report, to allow for 4 multiple- unit residential buildings with 430 units in Phase 4 of the Rockingham South development, Halifax; and
2. Require the Stage II 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.

BACKGROUND

WM Fares Architects is applying for a Stage II development agreement for the lands known as Phase 4 of the Rockingham South development, to enable the development of 4 multiple-unit residential buildings containing a total of 430 units.

Subject Site	PID 41407222: located within Phase 4 of the Rockingham South neighbourhood.
Location	Between Dunbrack Street and Wentworth Drive, north of Ruth Goldbloom Drive, Halifax
Regional Plan Designation	Urban Settlement
Community Plan Designation (Map 1)	Residential under the Halifax Municipal Planning Strategy (MPS)
Zoning (Map 2)	Schedule K under the Halifax Mainland Land Use By-law (LUB)
Size of Site	Approximately 4.55 Hectares (11.24 Acres)
Street Frontage	Approximately 150 metres on Dunbrack Street Approximately 330 metres on Wentworth Drive
Current Land Use(s)	Vacant
Surrounding Use(s)	Dunbrack Street and low density residential units to the west. Vacant lands to the north. The future site of townhouses and multiple-unit residential buildings to the east. The future site of multiple-unit residential buildings and commercial buildings to the south.

Proposal Details

The applicant proposes to develop 4 multiple-unit residential buildings with a total of 430 dwelling units. The major aspects of the proposal are as follows:

- Three of the buildings (identified as buildings MU-2, MU-8, and MU-9) are proposed to have 7 storeys each;
- One of the buildings (identified as MU-1) is proposed to have 8 storeys;
- Parking is to be provided both internal to the buildings and through surface parking lots; and
- A number of driveways internal to the site are proposed to provide vehicle access to the buildings while minimizing driveway interruptions on adjacent streets.

Existing Development Agreement

On March 18, 2013, Halifax and West Community Council approved the Stage I development agreement for Rockingham South. The Stage I agreement generally:

- Allows for a mixed use development containing residential, commercial, and institutional uses;
- Establishes a road network for the area;
- Provides a phasing plan for the development, and outlines permitted uses and density allocations for each phase; and
- Provides built form criteria for multiple-unit residential and commercial buildings.

The existing Stage I agreement divides the development site into 4 phases. The subject of this application is the fourth and final phase. The Stage I agreement indicates that a Stage II agreement specifying the nature of each phase can be considered as a non-substantive amendment to the agreement. As such, community council may make a decision on the matter without a public hearing.

Enabling Policy and LUB Context

The lands are designated Residential under the Halifax Municipal Planning Strategy (MPS), and are zoned Schedule K under the Halifax Mainland Land Use By-law (LUB).

Implementation Policies 3.3, 3.3.1, and 3.3.2 of the Halifax MPS discuss the application of the Schedule K Zone, which allows for the consideration of mixed use development on lands located in Mainland Halifax through comprehensive development in the form of Stage I and Stage II development agreements. The

current Schedule K zoning only permits development through the development agreement process. The development agreement process for Schedule K zoned lands enables the consideration of comprehensive development proposals through a two-tiered process, where the Stage I development agreement sets out the high-level controls such as density allocations and road network layout while the Stage II development agreement provides for more detailed controls over building siting and architecture. The Stage II agreement, which is the subject of this report, does not require a public hearing and can be approved by a resolution of community council.

Attachment C contains a copy of the applicable policies from the Halifax MPS, Schedule K provisions from the Halifax Mainland LUB, as well as a staff analysis of how this proposal meets these policies.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was information sharing, achieved by providing information through the HRM website and signage posted on the subject site. A public information meeting and public hearing are not required for a Stage II development agreement. The decision on the Stage II development agreement is made by resolution of Council.

The proposal will potentially impact local residents and property owners.

DISCUSSION

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

Proposed Development Agreement

Attachment B contains the proposed development agreement for the subject site and the conditions under which the development may occur. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment C, the following have been identified for detailed discussion.

Density

Within the Stage I agreement, residential density was allocated individually to each phase to allow for the scale of development originally conceived. The proposed Stage II agreement allocates a maximum density of 925.25 persons to the 4 multiple-unit residential buildings on the site with this density being calculated by the agreement assigning estimated occupancies to bachelor, 1 bedroom, and 2+ bedroom units, respectively. In the case of the 4 buildings proposed within Phase 4, a maximum number of overall units is also assigned to each building based on submitted plans along with a requirement for 33% of the dwelling units in each building to contain two or more bedrooms.

Density tracking calculations would be required prior to the issuance of development permits for the project to ensure it can be serviced as anticipated, and to ensure density remains consistent with that which is stipulated both within policy as well as the Stage I development agreement.

Building Design and Siting

The buildings proposed within the Stage II agreement are required to be generally in the same form as those found within the schedules of the agreement found in Attachment B of this report. The four buildings are 7 to 8 storeys in height finished in a mix of masonry, glass, composite panel system, and fiber cement board panels. Material texture and colour changes at the base of each building helps to de-emphasize the verticality of the 7 to 8 storeys, while also providing definition to at-grade units with direct access to the outside. These at-grade units with individual access doors are present in 2 of the 4 buildings (MU-1 and

MU-2) to enhance the street presence along Wentworth Drive, and emphasize a finer grain character of development.

Two access points off Wentworth Drive will provide access to the four multiple-unit residential buildings. One of the access points is for a driveway to the underground parking for building MU-1, while the other access point is for a system of internal driveways that will provide access to the MU-8 and MU-9 buildings at the rear of the site, in addition to the underground parking and the surface parking for building MU-2 and the surface parking for building MU-1. Open space on the site is used to provide a buffer between proposed buildings and higher traffic volumes on adjacent Dunbrack Street, as well as centrally to the development site as an amenity for residents of the buildings.

As per the terms of the existing Stage I agreement, local commercial and community facility uses as set out in the C-1 Zone are permitted within the ground level units of all proposed buildings, however, the size of these uses is limited to ensure they are minor in nature. Further, based on the building architecture and floorplans submitted through the application review process, the scale and nature of these uses are not expected to detract from the primarily residential character of the phase.

Parkland Dedication

As part of the required land subdivision associated with the proposal, a parkland dedication will be required as per the terms of the Regional Subdivision by-law.

Non-Substantive Amendments

As per the terms of the existing Stage I development agreement, any future changes to the proposed Stage II agreement would be by way of a non-substantive amendment, and could be considered by community council without the requirement of a public hearing.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The proposed Stage II agreement is also consistent with the density, form, and uses contemplated by the Stage I agreement, which regulate development in lands zoned as Schedule K. Therefore, staff recommend that the Halifax and West Community Council approve the proposed Stage II development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved C310 Urban and Rural Planning Applications 2017-18 budget and with existing resources.

RISK CONSIDERATION

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

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

1. Halifax and West Community Council may choose to approve the proposed Stage II development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Halifax and West Community Council may choose to refuse the proposed Stage II 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 Stage II development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

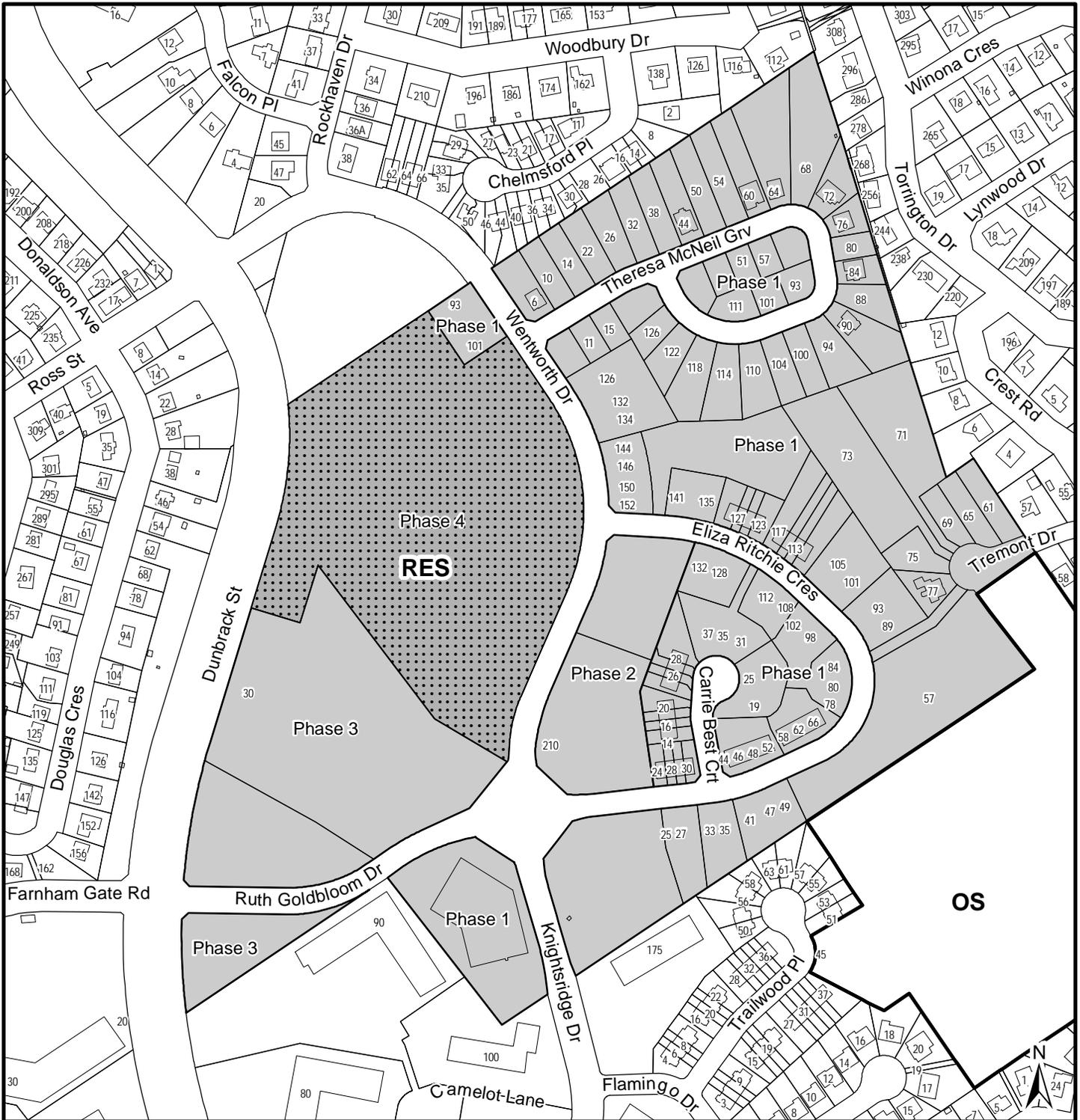
ATTACHMENTS

Map 1	Generalized Future Land Use
Map 2	Zoning
Attachment A	Legislative Authority
Attachment B	Proposed Stage II Development Agreement
Attachment C	Excerpts and Analysis of Relevant Policies and Land Use By-law Provisions

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

Report Prepared by: Original signed

Carl Purvis, Planning Applications Program Manager, 902.490.4797



Map 1: Generalized Future Land Use

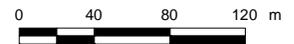
PID 41407222,
Rockingham South

-  DA Phase 4 (Subject Site)
-  DA Phases 1 - 3

Designation

- RES Residential Environments
- OS Major Community Open Spaces

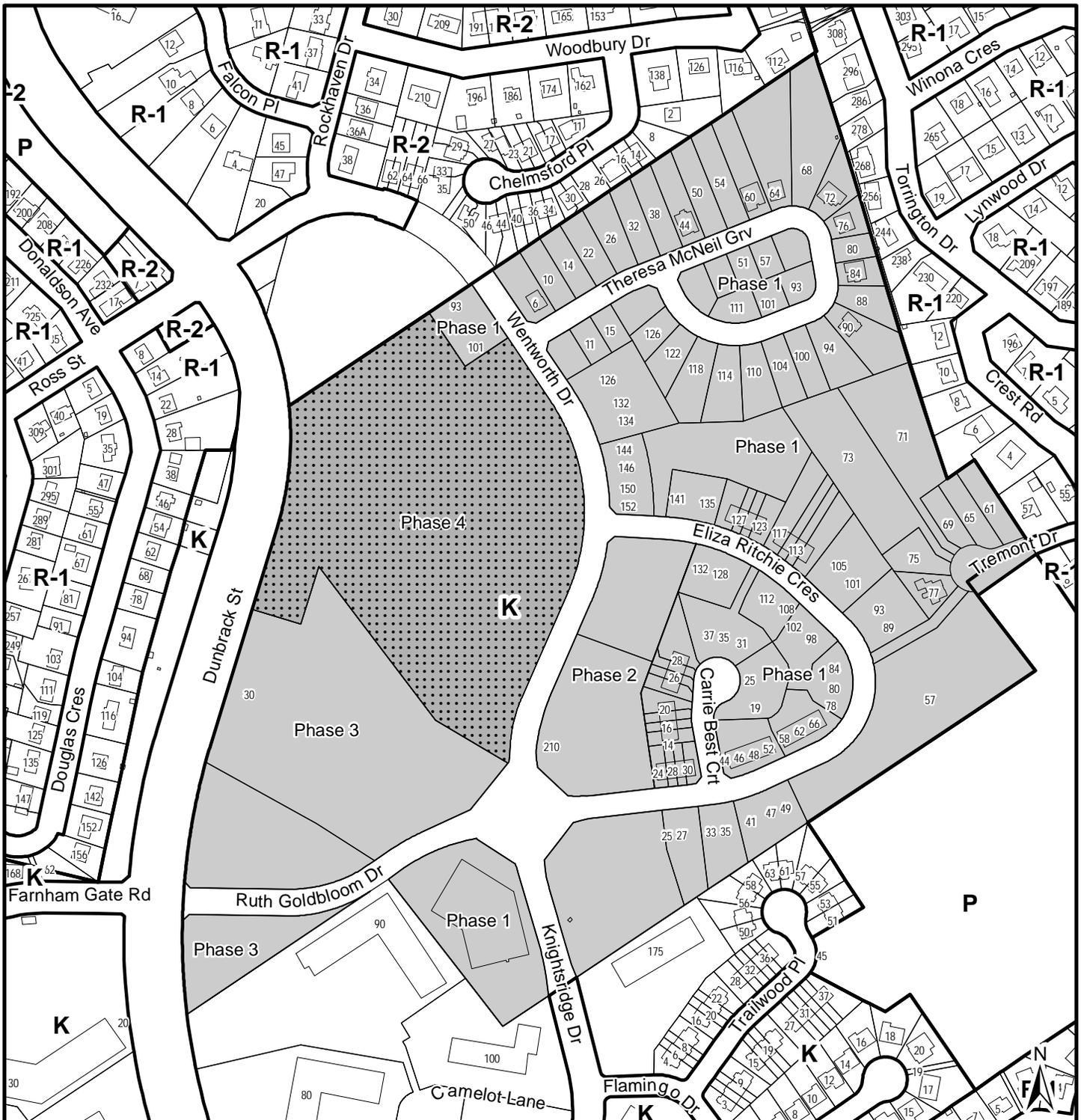
HALIFAX



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.

Halifax Plan Area



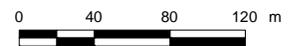
Map 2: Zoning

PID 41407222,
Rockingham South

-  DA Phase 4 (Subject Site)
-  DA Phases 1 - 3

- Zone**
- R-1 Single Family
 - R-2 Two Family Dwelling
 - K Schedule K
 - P Park and Institutional

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.

Halifax Mainland
Land Use By-Law Area

Attachment A – Legislative Authority

Development Agreements By Community Council

The *Community Council Administrative Order*, subsection 3 (1) “Subject to subsection (3) of this section, sections 29, 30 and 31 of the *Halifax Regional Municipality Charter* apply to each Community Council.”

Halifax Regional Municipality Charter:

Development agreements by community councils

- 31** (1) This Section applies to a community council if the Council so provides in the policy establishing the community council.
- (2) Where a municipal planning strategy of the Municipality provides for development by agreement, the community council stands in the place and stead of the Council and Part VIII applies with all necessary changes.
- (3) A development agreement, or amendment to a development agreement, entered into by a community council must be signed by the Mayor and the Clerk on behalf of the Municipality.
- (4) Where a development agreement entered into by a community council purports to commit the Municipality to an expenditure, the commitment has no force or effect until approved by the Council. 2008, c. 39, s. 31.

HRM Charter, Part VIII, Planning and Development, including:

Development agreements

- 240** (1) The Council may consider development by development agreement where a municipal planning strategy identifies
- (a) the developments that are subject to a development agreement;
 - (b) the area or areas where the developments may be located; and
 - (c) the matters that the Council must consider prior to the approval of a development agreement.
- (2) The land-use by-law must identify the developments to be considered by development agreement. 2008, c. 39, s. 240.

Content of development agreements

- 242** (1) A development agreement may contain terms with respect to
- (a) matters that a land-use by-law may contain;
 - (b) hours of operation;
 - (c) maintenance of the development;
 - (d) easements for the construction, maintenance or improvement of watercourses, ditches, land drainage works, stormwater systems, wastewater facilities, water systems and other utilities;
 - (e) grading or alteration in elevation or contour of the land and provision for the disposal of storm and surface water;
 - (f) the construction, in whole or in part, of a stormwater system, wastewater facilities and water system;
 - (g) the subdivision of land;
 - (h) security or performance bonding.
- (2) A development agreement may include plans or maps.
- (3) A development agreement may

- (a) identify matters that are not substantive or, alternatively, identify matters that are substantive;
- (b) identify whether the variance provisions are to apply to the development agreement;
- (c) provide for the time when and conditions under which the development agreement may be discharged with or without the concurrence of the property owner;
- (d) provide that upon the completion of the development or phases of the development, the development agreement, or portions of it, may be discharged by the Council;
- (e) provide that, where the development does not commence or is not completed within the time specified in the development agreement, the development agreement or portions of it may be discharged by the Council without the concurrence of the property owner. 2008, c. 39, s. 242.

Requirements for effective development agreement

- 243**
- (1)** A development agreement must not be entered into until
 - (a) the appeal period has elapsed and no appeal has been commenced; or
 - (b) all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board.
 - (2)** The Council may stipulate that a development agreement must be signed by the property owner within a specified period of time.
 - (3)** A development agreement does not come into effect until
 - (a) the appeal period has elapsed and no appeal has been commenced or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board;
 - (b) the development agreement is signed by the property owner, within the specified period of time, if any, and the Municipality; and
 - (c) the development agreement is filed by the Municipality in the registry.
 - (4)** The Clerk shall file every development agreement, amendment to a development agreement and discharge of a development agreement in the registry. 2008, c. 39, s. 243.

Attachment B: Proposed Stage II Development Agreement

THIS STAGE II AGREEMENT made this ____ day of [Insert Month], 20__,

BETWEEN:

[INSERT PROPERTY OWNER]

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 PID # 41407222 and which has frontage on both Dunbrack Street and Wentworth Drive, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

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

AND WHEREAS the Halifax and West Community Council of the Halifax Regional Municipality approved an application to enter into a Stage I Amending Development Agreement to repeal Section 3.4.6, which restricted the approval of a Stage II Development Agreement for Phase IV until 75% of the occupancy permits for the total number of residential units within Phases I through III had been issued. The Stage I Amending Development Agreement was approved by Halifax and West Community Council on March 22, 2017 (Municipal Case Number 20375) and was registered at the Halifax County Land Registration Office as Document Number 110841187 (hereinafter called the "First Stage I Amending Agreement"), and which applies to the Lands;

AND WHEREAS the Stage I Development Agreement and the First Stage I Amending Agreement together comprise the Existing Stage I Development Agreement (hereinafter called “the Existing Stage I Agreement”);

AND WHEREAS the Developer has requested that the Municipality enter into a Stage II Development Agreement to allow for the development of Phase IV with four (4) multiple-unit residential buildings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter*, Implementation Policy 3.3 of the Halifax Municipal Planning Strategy, Section 68 of the Halifax Mainland Land Use By-law, and the Existing Stage I Agreement;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on [**Insert - Date**], referenced as Municipal Case Number 20359;

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

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By law for Halifax Mainland and the Regional Subdivision By law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial or Federal Government and the Developer or lot owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any Provincial or Federal statute or regulation, the higher or more stringent requirements shall prevail.

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

The following words used in this Agreement shall be defined as follows:

- (a) *full cut-off design* means an Illuminating Engineering Society of North America (IESNA) classification that describes a luminaire having a light distribution in which zero candela intensity occurs at or above an angle of 90 degree above nadir. Additionally, the candela per 1000 lamp lumens does not numerically exceed 100 (10%) at or above a vertical angle of 80 degree above the lowest point. This applies to all lateral angles around the luminaire;
- (b) *landscape architect* means a professional full member in good standing with the Atlantic Provinces Association of Landscape Architects.
- (c) *common shared private driveway* means a driveway that is not a public street and has not been accepted nor is maintained by the Municipality or the Province.
- (d) *common shared private walkway system* means an integrated walkway system that is not a public sidewalk and has not been accepted nor is maintained by the Municipality or the Province.
- (e) *indoor amenity space* means common amenity areas located within a multiple unit residential building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities but does not include areas such as hallways, lobbies, mailrooms or common washrooms.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, generally conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 20359:

Schedule A	Legal Description of the Lands
Schedule B	Site Development Plan
Schedule C	Building MU-1 Site Plan and Preliminary Landscape Plan
Schedule D	Building MU-1 South Elevation
Schedule E	Building MU-1 West Elevation
Schedule F	Building MU-1 North Elevation
Schedule G	Building MU-1 East Elevation
Schedule H	Building MU-2 Site Plan and Preliminary Landscape Plan
Schedule I	Building MU-2 South Elevation
Schedule J	Building MU-2 West Elevation
Schedule K	Building MU-2 North Elevation
Schedule L	Building MU-2 East Elevation
Schedule M	Building MU-8 Site Plan and Preliminary Landscape Plan
Schedule N	Building MU-8 South Elevation
Schedule O	Building MU-8 West Elevation
Schedule P	Building MU-8 North Elevation
Schedule Q	Building MU-8 East Elevation
Schedule R	Building MU-9 Site Plan and Preliminary Landscape Plan
Schedule S	Building MU-9 South Elevation
Schedule T	Building MU-9 West Elevation
Schedule U	Building MU-9 North Elevation
Schedule V	Building MU-9 East Elevation
Schedule W	Subdivision Plan

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of the first Development Permit, the Developer shall provide the following to the Development Officer:

- (a) An application for subdivision which must be approved and registered prior to the issuance of a Development Permit for the second multi-unit dwelling.

3.2.2 Prior to the issuance of a Development Permit for each of the multiple-unit residential buildings, the Developer shall provide the following to the Development Officer:

- (a) Density tracking calculations; and
- (b) A Detailed Landscape Plan in accordance with Section 3.12 and Schedules C, H, M and R of this Agreement and acceptable to the Development Officer.

- 3.2.3 Prior to the issuance of the first Occupancy Permit for any of the multiple-unit residential buildings, the Developer shall provide to the Development Officer written confirmation by the HRM Parkland Planner that all site development and improvement work within Tremont Plateau Park has been inspected and accepted by the Municipality.
- 3.2.4 Prior to the issuance of the first Occupancy Permit for each of the multiple-unit residential buildings, the Developer shall provide the following to the Development Officer:
- (a) Certification from a landscape architect indicating that the Developer has complied with the Detailed Landscape Plan required pursuant to Section 3.12 of this Agreement, or the posting of Security in accordance with Section 3.12.14; and
 - (b) Written confirmation from the HRM Development Engineer indicating compliance with Section 4.2 of this Agreement; and
- 3.2.5 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement 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, subject to its terms and as generally illustrated on the Schedules attached hereto, are the following:
- (a) four (4) multiple-unit residential buildings which may contain:
 - (i) ground floor community facility uses; or
 - (ii) ground floor local business uses as permitted under the C-1 (Local Business) Zone of the Land Use By-law for Halifax Mainland;
 - (b) open space uses; and
 - (c) accessory uses to the foregoing.
- 3.3.2 The residential density for Phase IV shall not exceed 925.25 people. Residential density shall be calculated as follows:
- (a) bachelor units shall be assigned 1 person;
 - (b) 1 bedroom units shall be assigned 2 persons; and
 - (c) units with 2+ bedrooms shall be assigned 2.25 persons.
- 3.3.3 Where the total persons calculated is not a whole number, the total shall be the next largest whole number.

3.4 Detailed Provisions for Land Use

3.4.1 The proposed development shall comply with the following requirements:

- (a) The combined number of dwelling units shall not exceed 436;
- (b) None of the four multiple-unit residential buildings shall exceed a dwelling unit count of 150;
- (c) A minimum of 33% of the residential dwelling units in each of the four multiple-unit residential buildings, rounded up to the nearest full number, shall consist of two (2) or more bedrooms; and
- (d) Accessory uses may be permitted subject to the R-4 (Multiple Dwelling) Zone requirements.

3.4.2 Local business uses permitted under the C-1 (Local Business) Zone of the Land Use By-law for Halifax Mainland shall be permitted in the ground level of the proposed multiple-unit residential buildings.

3.4.3 The total gross floor area of local business uses shall not exceed the maximum allowable under Section 3.9.2 of the Existing Stage I Agreement for the entire Rockingham South development.

3.4.4 Community facility uses shall be permitted in the ground level of the proposed multiple-unit residential buildings.

3.4.5 The total gross floor area of community facility uses shall not exceed the maximum allowable under Section 3.10.2 of the Existing Stage I Agreement for the entire Rockingham South development.

3.5 Building Siting, Massing and Scale

3.5.1 The siting, massing, and scale of the multiple-unit residential buildings shall be in conformance with the schedules attached to this Agreement.

3.5.2 The buildings shall not exceed a maximum height of seven (7) storeys above average grade, not including mechanical equipment, penthouses, enclosed amenity space, and a basement, and shall not exceed a height of 29 metres.

3.5.3 Slight variations to setbacks shall be permitted under the discretion of the Development Officer provided no portion of the buildings is closer than 6.1 metres to a property line.

3.5.4 Development shall comply with the watercourse buffer requirements of the Land Use By-law for Halifax Mainland, as amended from time to time.

3.5.5 No building or structure shall be located within 10 metres of a wetland, as defined by Nova Scotia Environment.

- 3.5.6 Within the required 10-metre buffer from wetlands that are not contiguous with a watercourse, activity shall be limited to the following:
- (a) fences;
 - (b) boardwalks, walkways and trails not exceeding 3 metres in width; and
 - (c) wastewater, storm and water infrastructure.
- 3.5.7 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the minimum front, side and rear yards.

3.6 Architectural Requirements

- 3.6.1 The exterior design and materials for building MU-1 shall be as generally shown on Schedules D to G inclusive.
- 3.6.2 The exterior design and materials for building MU-2 shall be as generally shown on Schedules I to L inclusive.
- 3.6.3 The exterior design and materials for building MU-8 shall be as generally shown on Schedules N to Q inclusive.
- 3.6.4 The exterior design and materials for building MU-9 shall be as generally shown on Schedules S to V inclusive.
- 3.6.5 Any exposed foundation in excess of 0.60 metres in height and 1.80 square metres in total area shall be architecturally detailed, veneered with stone or brick, or treated in an equivalent manner acceptable to the Development Officer.
- 3.6.6 Accessory buildings shall have a similar design to the principal building(s) on the same lot.

3.7 Parkland Dedication

- 3.7.1 Subdivision of the Lands shall be subject to the parkland dedication requirements of the Regional Subdivision By-law.

3.8 Functional Elements

- 3.8.1 All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate, these elements shall be painted to match or complement the colour of the adjacent surface.
- 3.8.2 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) and utilitarian features such as propane tanks, electrical transformers, and standby power

generators are not visible from Dunbrack Street or Wentworth Drive. Furthermore, no mechanical equipment, propane tanks, electrical transformers, and standby power generators shall be located between the building and abutting properties unless screened by a combination of opaque fencing or masonry walls with suitable landscaping and noise reduction measures are implemented. This requirement shall exclude mechanical systems for individual dwelling units.

- 3.8.3 Propane tanks, electrical transformers, and standby power generators shall be secured in accordance with the applicable approval agencies.
- 3.8.4 Mechanical equipment shall be permitted on rooftops provided the equipment is grouped together and screened from view or incorporated into the architectural treatment of the roof structure.
- 3.8.5 Where service, storage, utility or loading areas are required, they shall be screened from the public view and nearby residential uses. If these areas must be in the public view, they shall include high quality materials and features that can include continuous paving treatments, landscaping, and well-designed doors and entries.
- 3.8.6 Fixed or retractable awnings are permitted at ground floor levels, provided the awnings are designed as an integral part of the building façade.
- 3.8.7 Notwithstanding Sections 3.8.1 and 3.8.2, heat pumps shall be permitted for individual dwelling units and may be located on balconies.

3.9 Subdivision of the Lands

- 3.9.1 Subdivision applications shall be submitted to the Development Officer in accordance with Schedule W.
- 3.9.2 In accordance with the Existing Stage I Agreement and the Land Use By-law for Halifax Mainland, and further to the requirements of the Regional Subdivision By-law, the required 20-metre buffer from watercourses and wetlands contiguous with a watercourse, and the required 10-metre buffer from wetlands that are not contiguous with a watercourse, shall be shown on the plans for subdivision.
- 3.9.3 It is the responsibility of the Developer to convey all required rights-of-ways over the properties as shown on Schedule W.

3.10 Access, Circulation and Parking

- 3.10.1 Vehicular access to the multiple-unit residential buildings shall be provided by a common shared private driveway and individual building driveway accesses as generally shown on Schedules B, C, H, M, and R of this Agreement.

- 3.10.2 The common shared private driveway and individual building driveway accesses shall comply with the requirements of the National Building Code of Canada.
- 3.10.3 Pedestrian access to the multiple-unit residential buildings shall be provided by a common shared private walkway system as shown on Schedules B, C, H, M, and R of this Agreement.
- 3.10.4 The common shared private walkway system shall be a minimum of 1.5 metres wide.
- 3.10.5 Where the common shared private walkway system crosses the common shared private driveway, a change in colour, texture, or material shall be provided to clearly identify a pedestrian crossing.
- 3.10.6 Vehicular parking shall be provided via a combination of surface parking and internal parking levels containing a minimum amount of parking spaces for each multiple-unit residential building as follows:
- (a) Building MU-1 shall be serviced by a minimum of 120 parking spaces;
 - (b) Building MU-2 shall be serviced by a minimum of 163 parking spaces;
 - (c) Building MU-8 shall be serviced by a minimum of 128 parking spaces; and
 - (d) Building MU-9 shall be serviced by a minimum of 128 parking spaces.
- 3.10.7 Vehicle surface parking areas for each multiple-unit residential building, including all pathways and landscaped areas, shall be provided as generally shown on Schedules B, C, H, M, and R of this Agreement. The Developer may provide less surface parking spaces than shown on the Schedules, however, the total number of surface parking spaces and internal parking spaces combined shall comply with the parking requirements for each multiple-unit residential building as specified under Subsection 3.10.6.
- 3.10.8 All parking spaces internal to the multiple-unit residential buildings or provided as surface parking shall comply with the size requirements of the Halifax Mainland Land Use By-law.
- 3.10.9 Entrances to the parking levels internal to the buildings on the Lands shall be as generally shown on Schedules B, C, H, M and R of this Agreement.
- 3.10.10 The common shared private driveway, the individual building driveway accesses, and the vehicular surface parking areas on the Lands shall have a hard-finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer. The private walkway system shall be constructed of concrete or interlocking precast paver stones.
- 3.10.11 The limits of the common shared private driveway, the individual building driveway accesses, and the vehicular surface parking areas shall be delineated by curbing, and such curbing shall not be asphalt.

3.10.12 Each multiple-unit residential building on the Lands shall include designated bicycle parking as per the requirements of the Halifax Mainland Land Use By-law, as amended from time to time.

3.11 Outdoor Lighting

3.11.1 The common shared private driveway and common shared private walkway system shall be illuminated.

3.11.2 Lighting required pursuant to Subsection 3.11.1 shall be directed away from adjacent lots and buildings and shall use a full cut-off design. Lighting required pursuant to Subsection 3.11.1 shall be shown on the site plan and building drawings prior to the issuance of a Development Permit.

3.11.3 Any additional lighting shall be directed to driveways, pedestrian walkways, parking areas, loading areas, building entrances, and balconies, and shall be arranged so as to direct the light away from streets, adjacent lots and buildings.

3.11.4 The buildings may be illuminated for visual effect, provided such illumination is directed away from streets, adjacent lots and buildings, and does not flash, move or vary in intensity, such that it creates a hazard to public safety.

3.12 Landscaping

3.12.1 Prior to the issuance of a Development Permit for each multiple-unit residential building, the Developer shall provide the Development Officer with a Detailed Landscape Plan, which complies with the provisions of Section 3.12 and generally conforms with the overall intentions of the Preliminary Landscape Plans as illustrated on Schedules C, H, M, and R of this Agreement. The Detailed Landscape Plan shall be prepared by a landscape architect.

3.12.2 The Detailed Landscape Plan shall include a tree planting program that reflects the objectives of the HRM Urban Forest Master Plan. The tree planting program shall be forwarded by the Development Officer to the Urban Forester of the Municipality for review and recommendation.

3.12.3 Planting details for at grade and on slab planting situations for each type of plant material proposed on the Detailed Landscape Plan shall be provided, including a species list with quantities, size of material, and common and botanical names (species and variety).

3.12.4 The minimum acceptable sizes for plant material shall be as follows:

- (a) High branching deciduous trees at grade – 60 mm caliper;
- (b) High branching deciduous trees on slab – 45 mm caliper;

- (c) Coniferous trees – 1.5 m in height; and,
- (d) Shrubs – 0.6 m in height or spread.

- 3.12.5 All plant material shall conform to the Canadian Nursery Trades Association's Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.12.6 All retaining wall systems are to be identified including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination shall be prepared by a Professional Engineer.
- 3.12.7 All proposed retaining walls shall be constructed of a decorative precast concrete or stone retaining wall system or equivalent.
- 3.12.8 Construction Details or Manufacturer's Specifications (including model and colour) for all constructed landscaping features such as tree protection hoarding, benches, light standards and luminaries, solid waste receptacles, bike racks, tree grates and guards, planter seating walls, wood arbours, pergolas, patio tables and chairs, outdoor garbage enclosures, railings and fencing shall be provided to the Development Officer with the application of the Development Permit, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of the building(s) on the Lands and the character of the surrounding area.
- 3.12.9 No HRM street trees are to be removed or damaged during the construction phase. The Detailed Landscape Plan shall identify plywood tree protective hoarding located as close to the dripline of the existing street trees as possible to protect them during the construction phase.
- 3.12.10 Large blank podium walls shall be tempered by the introduction of trees, shrubs, vines, textural plantings, trellises, or a combination thereof.
- 3.12.11 Plantings on rooftops above structures, if proposed, shall be carefully selected for their ability to survive in rooftop environments. Rooftop trees shall be located in planting beds or containers. Approximately 50 percent of the plant material shall be evergreen or material with winter colour and form. It is the responsibility of the Developer to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping, as well as the anticipated mature weight of the plant material on any rooftop or podium.
- 3.12.12 If a ground sign is provided as per Section 3.14.1, ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping.
- 3.12.13 Prior to the issuance of the first Occupancy Permit for each multiple-unit residential building, the Developer shall submit to the Development Officer a letter prepared by a

landscape architect certifying that all landscaping has been completed for the lot on which the building has been constructed, according to the terms of this Agreement.

3.12.14 Notwithstanding Section 3.12.13, an Occupancy Permit may be issued provided that the weather and time of year does not allow for the completion of the outstanding landscape work and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a landscape architect. 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 landscaping work as described herein, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve (12) months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in Section 3.12 of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.13 Maintenance

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, solid waste removal, snow and ice control/removal, and the salting/sanding of walkways and driveways.

3.14 Signs

3.14.1 Residential signage shall be limited to the following:

- (a) A maximum of four (4) ground signs shall be permitted on the Lands for the purposes of identifying the multiple unit residential buildings (one per multiple-unit residential building);
- (b) No more than one (1) residential ground sign shall be permitted on a lot;
- (c) Ground signs shall not exceed 2 metres in height above established grade, inclusive of support structures;
- (d) Ground signs shall be setback a minimum of 3.2 metres from any abutting property;
- (e) Ground signs shall not exceed a sign face area of 3 square metres;
- (f) Ground signs shall not impede traffic sightlines and shall require the approval of the Development Officer and Development Engineer;
- (g) Ground signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete, or masonry, or equivalent materials as determined by the Development Officer;
- (h) Ground signs shall not be internally illuminated or backlit;
- (i) Ornamental plants shall be incorporated around the entire base of a ground sign; and

(j) Directional signage shall be permitted on the Lands.

3.14.2 In addition to the residential signage permitted under Subsection 3.14.1, businesses located in a multiple-unit residential building may be permitted a maximum of two (2) wall mounted (fascia) signs. No fascia sign for an individual business shall exceed 6 square metres in area.

3.15 Temporary Construction Buildings

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

3.16 Solid Waste Facilities

Each multiple-unit residential building shall include a designated space for waste streams source separation services in accordance with By-law S-600 (*Solid Waste Resource Collection and Disposal By-law*) as amended from time to time. This designated space for source separation services shall be included within the building and shown on the building plans and approved by the Development Officer and Building Official in consultation with HRM Solid Waste Resources.

3.17 Amenity Space

Each multiple-unit residential building shall include indoor amenity space for the residents of the building. Indoor amenity space shall be a minimum of 83.61 square metres in area within each building.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water's Design and Construction Specifications, unless otherwise provided for in this Agreement, and shall receive written approval from the Development Engineer prior to undertaking the work.

4.2 Off-Site Disturbance

Any disturbance to existing off-site infrastructure resulting from the development, including, but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced, or relocated by the Developer as directed by the Development Officer in consultation with the Development Engineer. Furthermore, the Developer shall be responsible for all costs and work

associated with the relocation of on-site/off-site underground services, overhead wires and traffic signals to accommodate the needs of the development.

4.3 Underground Services

All secondary electrical, telephone and cable services to the proposed buildings shall be through an underground installation.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

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

5.1.2 The Developer agrees to construct at its own expense the stormwater management system pursuant to Subsection 5.1.1(c) of this Agreement. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.

5.1.3 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Section 5.1.1 of this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

5.2 Private Storm Water Facilities

All private stormwater management facilities shall be maintained in good working order in order to maintain full storage capacity by the owner of the lot on which they are situated.

5.3 Archaeological Monitoring and Protection

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.

5.4 Sulphide Bearing Materials

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: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

6.1 Registration

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

6.2 Subsequent Owners

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

6.3 Commencement of Development

- 6.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 6.3.2 For the purpose of this Agreement, commencement of development shall mean final subdivision approval of the four (4) building lots.

6.4 Completion of Development

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

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

6.4.2 For the purpose of this Agreement, completion of development shall mean the issuance of Occupancy Permits for all four (4) multiple-unit residential buildings.

6.5 Discharge of Agreement

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

- (a) Retain the Agreement in its present form;
- (b) Negotiate a new Agreement; or
- (c) Discharge this Agreement.

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

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

7.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (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: _____

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

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 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 A

BLOCK 3

ROCKINGHAM SOUTH
HALIFAX, HALIFAX COUNTY, NOVA SCOTIA

ALL that certain block of land situated on the eastern side of Dunbrack Street, in Halifax, County of Halifax, Province of Nova Scotia shown as Block 3 on Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 71-368-0 titled 'Plan of Survey of Blocks 1 to 5 incl.; Rockingham South, Subdivision and Consolidation of Lands Conveyed to Rockingham South Ltd.', certified by Kevin A. Robb, N.S.L.S., on April 21, 2014.

BLOCK 3 being more particularly described as follows:

BEGINNING at a point of intersection of the eastern boundary of Dunbrack Street with the northern boundary of Block 4;

THENCE North 17 degrees 00 minutes 19 seconds East along the eastern boundary of Dunbrack Street, 60.942 meters to a point of curvature;

THENCE northerly along the eastern boundary of Dunbrack Street on a curve to the left, with a radius of 217.932 meters, an arc distance of 86.909 meters to the southwest corner of Lot 24;

THENCE North 56 degrees 10 minutes 30 East along the southern boundary of Lots 24, 23, 22, 21 and 20, 119.584 meters to a point;

THENCE South 33 degrees 55 minutes 18 seconds East, 46.509 meters to a point;

THENCE North 56 degrees 04 minutes 42 seconds East, 36.547 meters to a point;

THENCE South 33 degrees 55 minutes 18 seconds East, 54.440 meters to a point of curvature;

THENCE Southerly on a curve to the right, with a radius of 141.000 meters, an arc distance of 141.573 meters to a point of curvature;

THENCE South 23 degrees 36 minutes 25 seconds West, 82.102 meters to a point of curvature;

THENCE southerly on a curve to the left, with a radius of 98.500 meters, an arc distance of 33.389 meters to a point of curvature;

THENCE South 04 degrees 11 minutes 06 seconds West, 13.326 meters to a point;

THENCE South 38 degrees 53 minutes 06 seconds West, 1.000 meters to the northeastern corner of Block 4;

THENCE North 59 degrees 32 minutes 59 seconds West along the northern boundary of Block 4, 59.647 meters to a point of deflection;

THENCE North 37 degrees 09 minutes 17 seconds West continuing along the northern boundary of Block 4, 137.587 meters to a point of deflection;

THENCE South 17 degrees 27 minutes 08 seconds West continuing along the northern boundary of Block 4, 43.129 meters to a point of deflection;

THENCE North 72 degrees 58 minutes 28 seconds West continuing along the northern boundary of Block 4, 36.094 meters to the point of beginning.

CONTAINING 45,498.8 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 3 being over a portion of lands conveyed to Rockingham South Limited by indenture recorded at the Halifax County Land Registration Office in Document No. 102773463.

Kevin A. Robb, N.S.L.S.
July 7, 2014



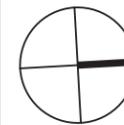
ROCKINGHAM SOUTH - PHASE IV

ROCKINGHAM SOUTH, HALIFAX, NS

SCHEDULE B

SITE DEVELOPMENT PLAN

Project No.: 2013.19
 Scale: NTS
 Date: 9 Aug 2017

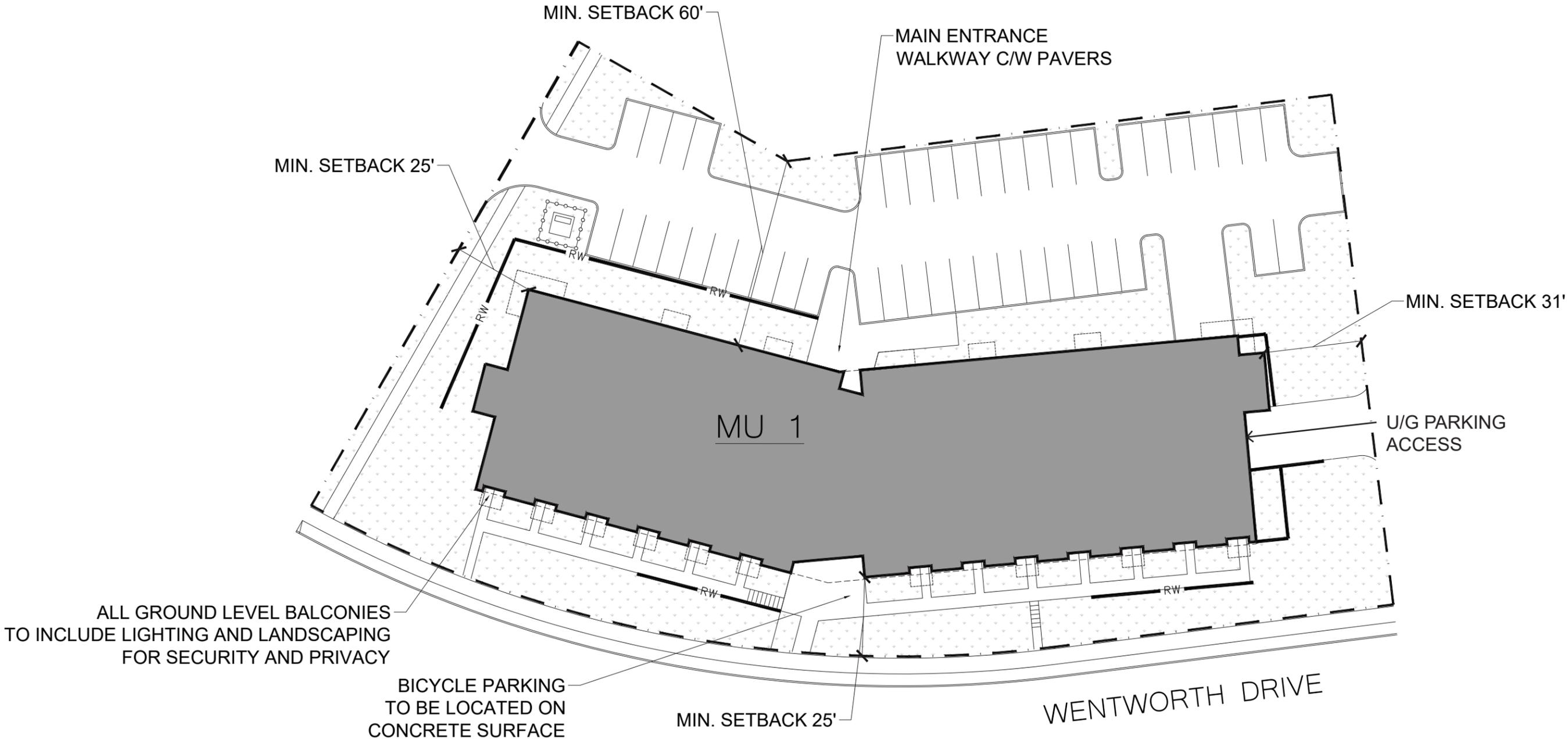


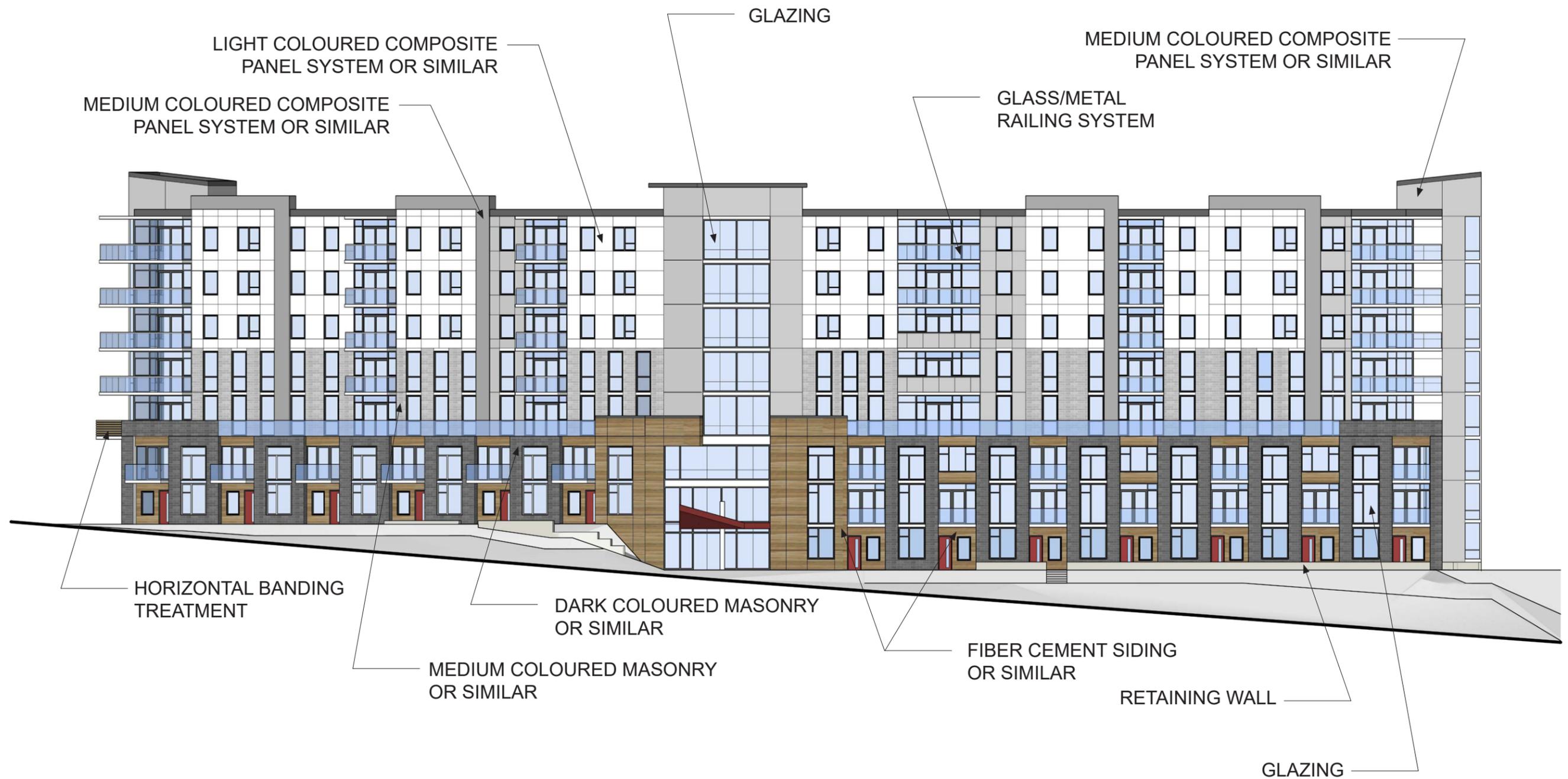
WM FARES
 ARCHITECTS

SDP

LANDSCAPE LEGEND

LANDSCAPED AREA TO BE DESIGNED BY A LANDSCAPE ARCHITECT AS PER SECTION 3.12.







PROPOSED MULTIUNIT DEVELOPMENT MU-1

ROCKINGHAM SOUTH, HALIFAX, NS

SCHEDULE E

BUILDING MU-1 SOUTH ELEVATION

Project No.: 2013.19

Scale: NTS

Date: 14 Aug 2017

WM FARES
ARCHITECTS

A3



PROPOSED MULTIUNIT DEVELOPMENT MU-1

ROCKINGHAM SOUTH, HALIFAX, NS

SCHEDULE F

BUILDING MU-1 WEST ELEVATION

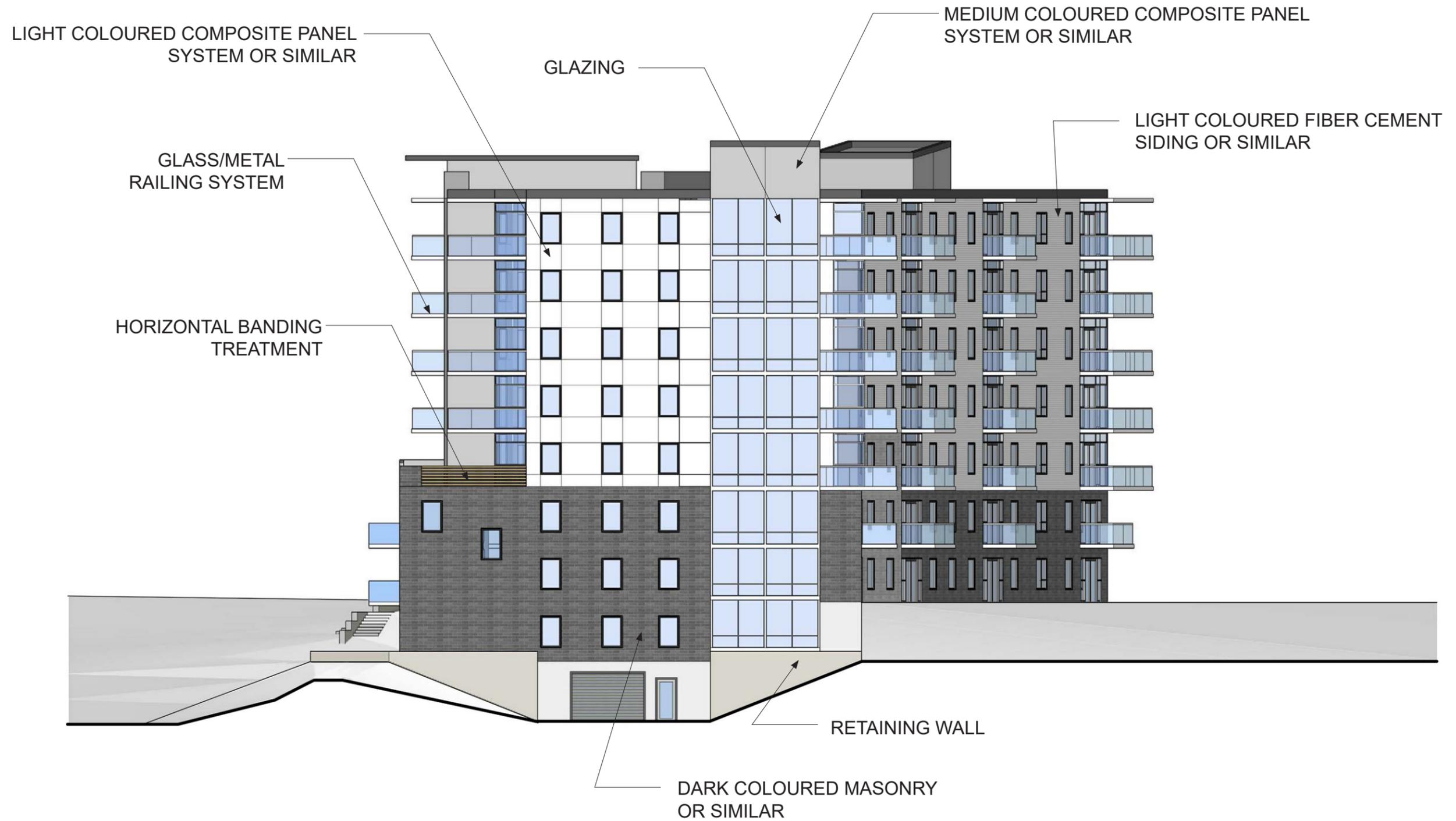
Project No.: 2013.19

Scale: NTS

Date: 14 Aug 2017

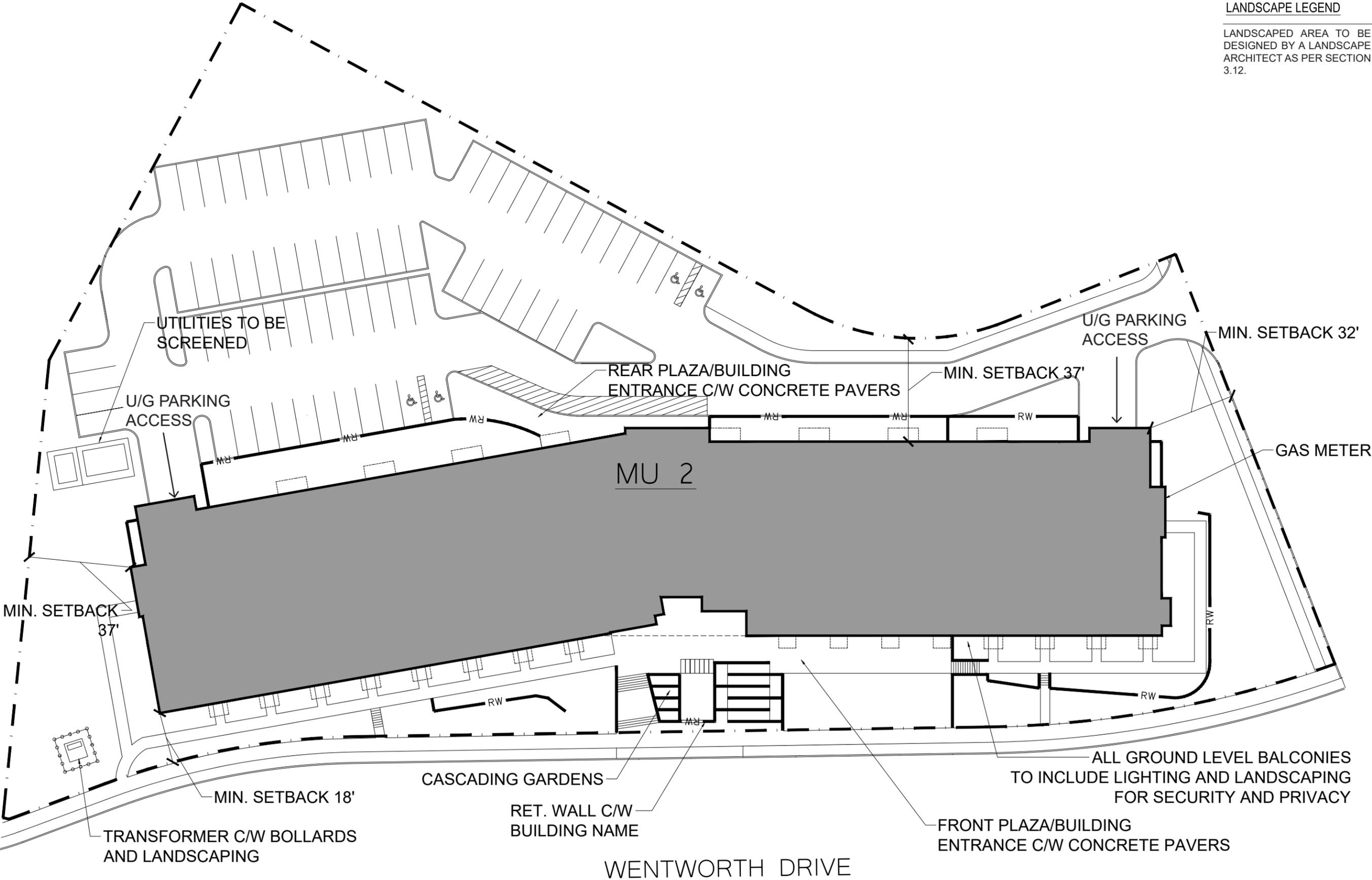
WM FARES
ARCHITECTS

A4



LANDSCAPE LEGEND

LANDSCAPED AREA TO BE DESIGNED BY A LANDSCAPE ARCHITECT AS PER SECTION 3.12.



PROPOSED MULTIUNIT DEVELOPMENT MU-2
ROCKINGHAM SOUTH, HALIFAX, NS

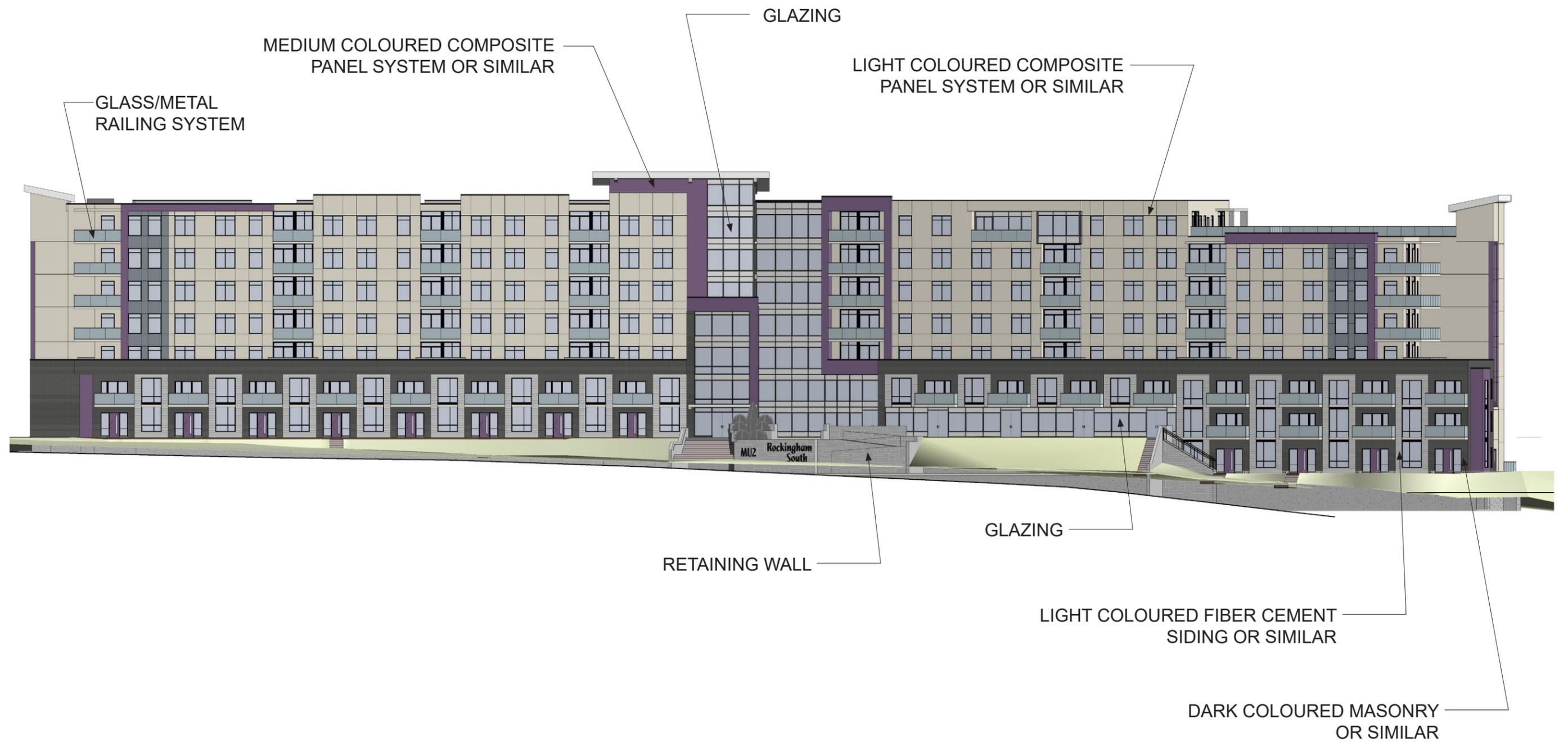
SCHEDULE H
**BUILDING MU-2 SITE PLAN AND
LANDSCAPE PLAN**

Project No.: 2013.19
Scale: NTS
Date: 14 Aug 2017



WM FARES
ARCHITECTS

A1



PROPOSED MULTIUNIT DEVELOPMENT MU-2

ROCKINGHAM SOUTH, HALIFAX, NS

SCHEDULE I

BUILDING MU-2 EAST ELEVATION

Project No.: 2013.19

Scale: NTS

Date: 14 Aug 2017

WM FARES
ARCHITECTS

A2



PROPOSED MULTIUNIT DEVELOPMENT MU-2

ROCKINGHAM SOUTH, HALIFAX, NS

SCHEDULE J

BUILDING MU-2 SOUTH ELEVATION

Project No.: 2013.19

Scale: NTS

Date: 14 Aug 2017

WM FARES
ARCHITECTS

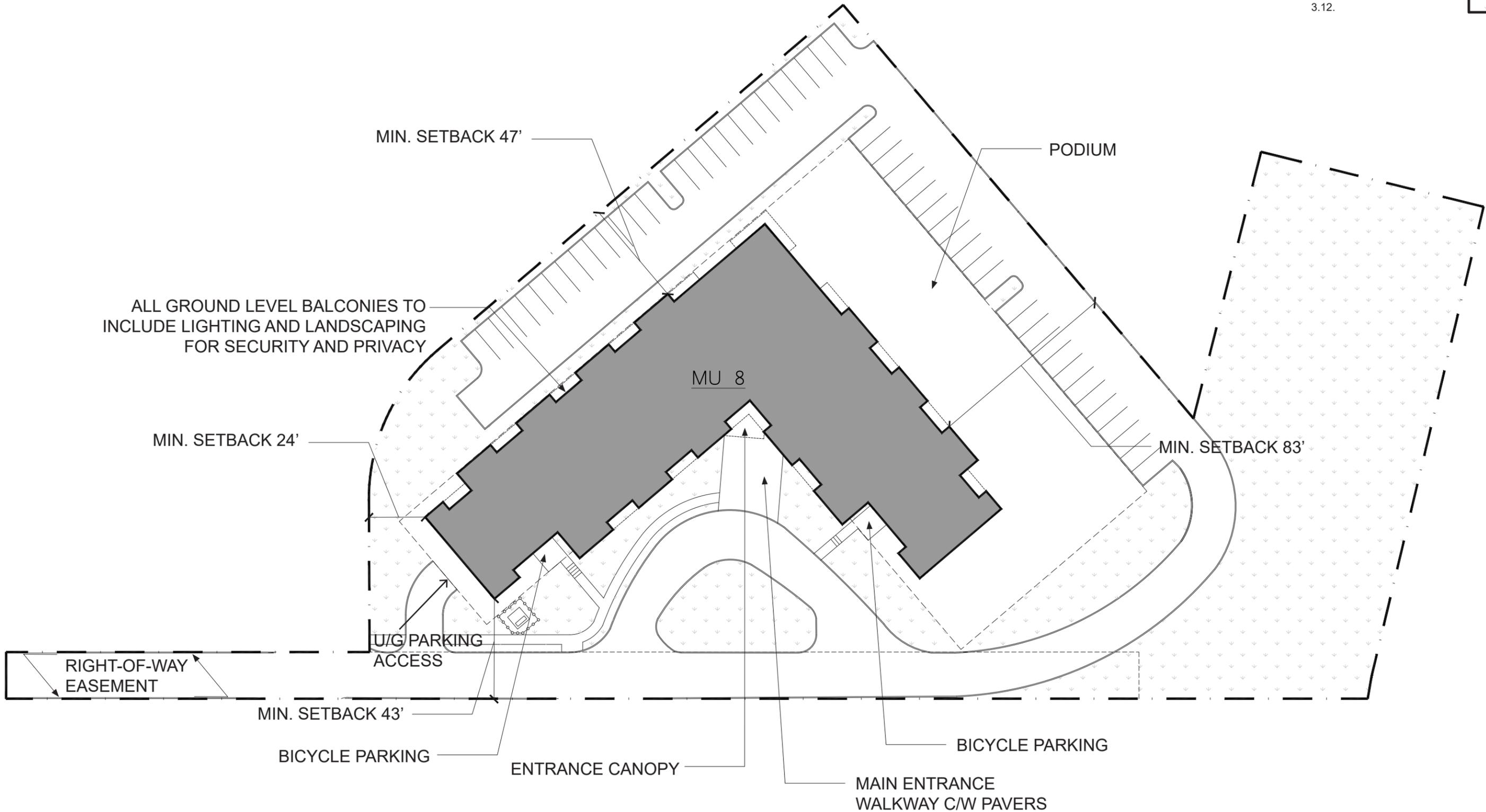
A3





LANDSCAPE LEGEND

LANDSCAPED AREA TO BE DESIGNED BY A LANDSCAPE ARCHITECT AS PER SECTION 3.12.



PROPOSED MULTIUNIT DEVELOPMENT MU-8

ROCKINGHAM SOUTH, HALIFAX, NS

SCHEDULE M
BUILDING MU-8 SITE PLAN AND
LANDSCAPE PLAN

Project No.: 2013.19

Scale: NTS

Date: 9 Aug 2017



WM FARES
ARCHITECTS

A1



PROPOSED MULTIUNIT DEVELOPMENT MU-8

ROCKINGHAM SOUTH, HALIFAX, NS

SCHEDULE N

BUILDING MU-8 EAST ELEVATION

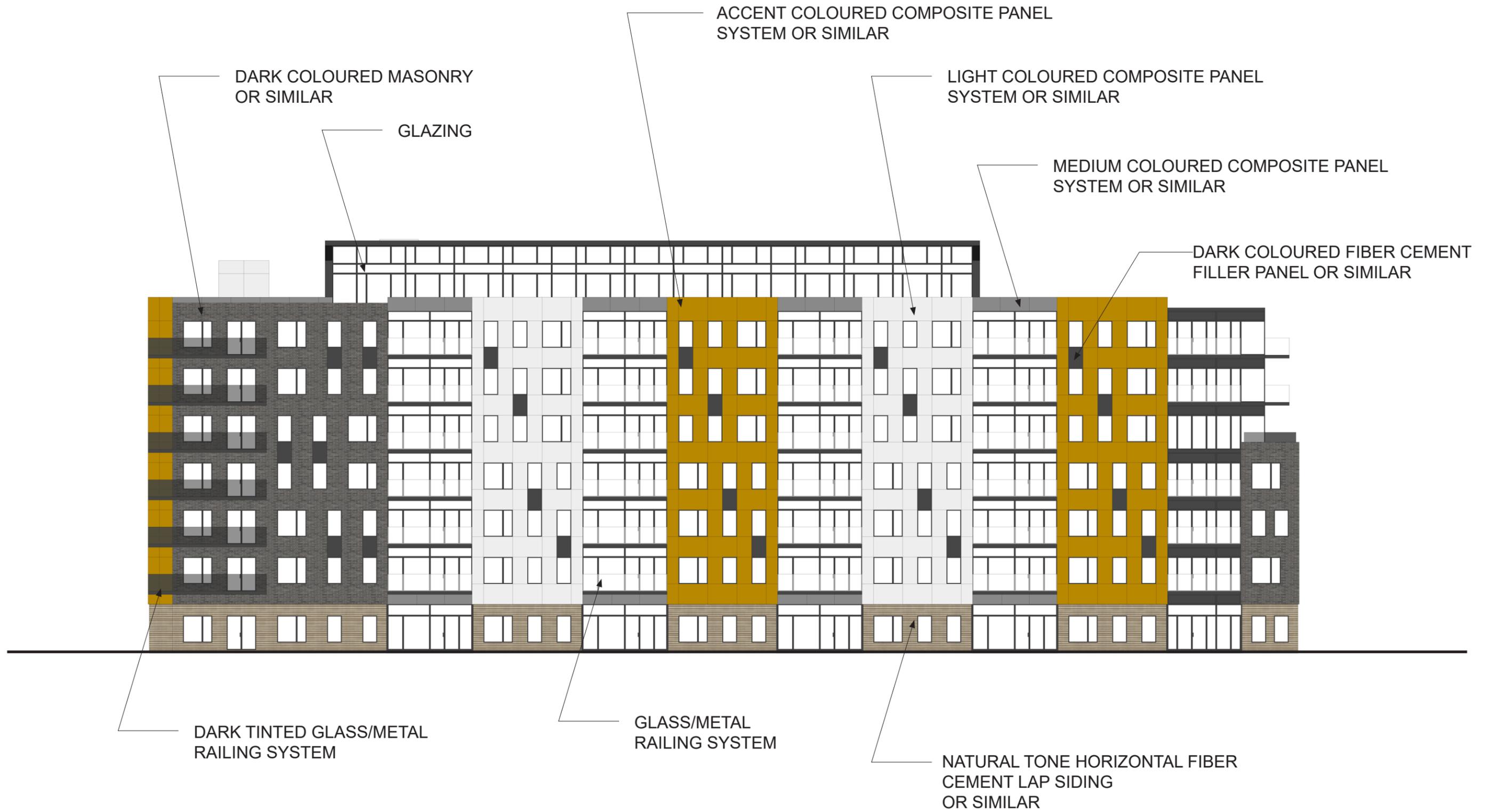
Project No.: 2013.19

Scale: NTS

Date: 9 Aug 2017

WM FARES
ARCHITECTS

A2

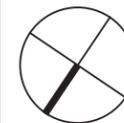
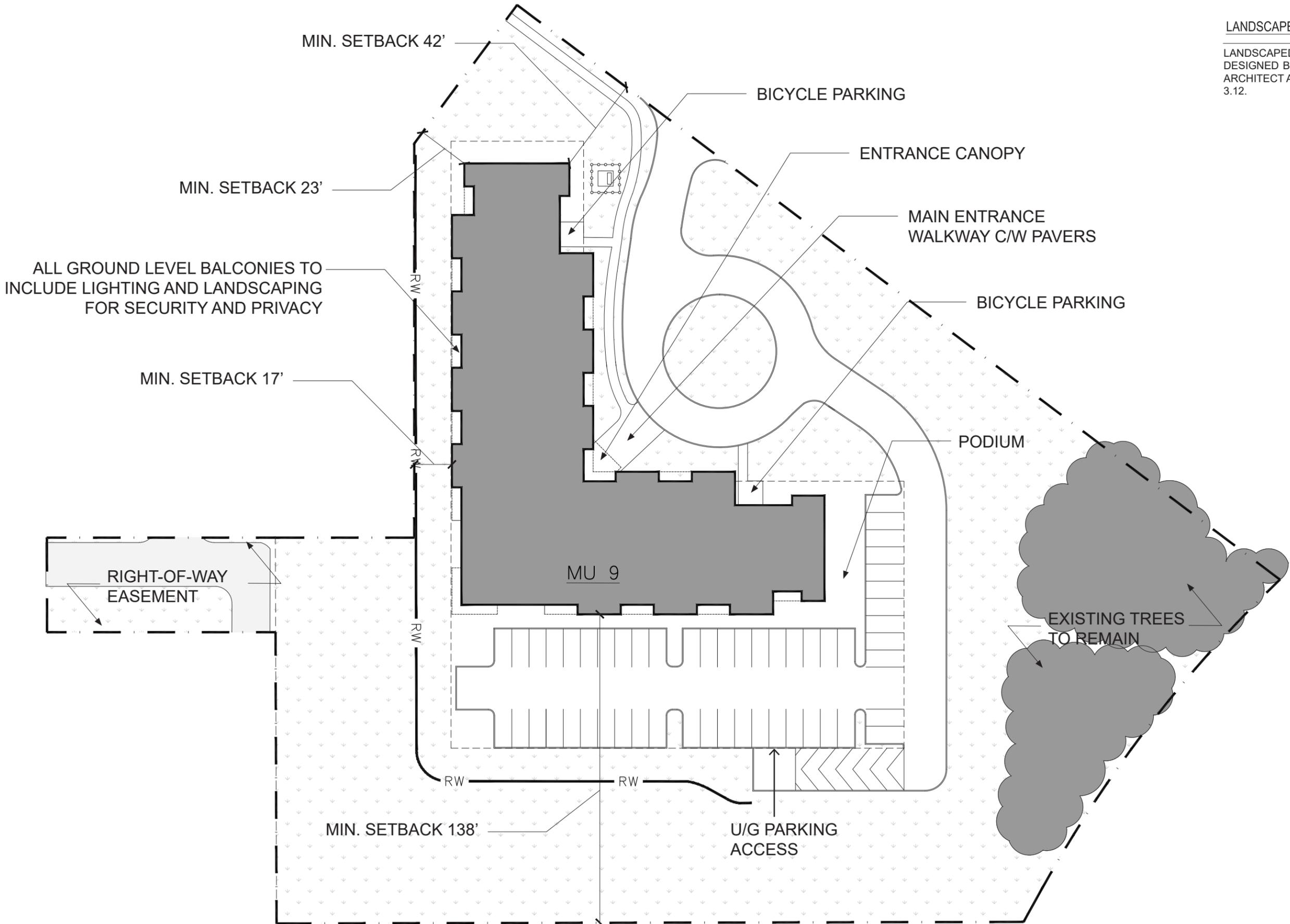




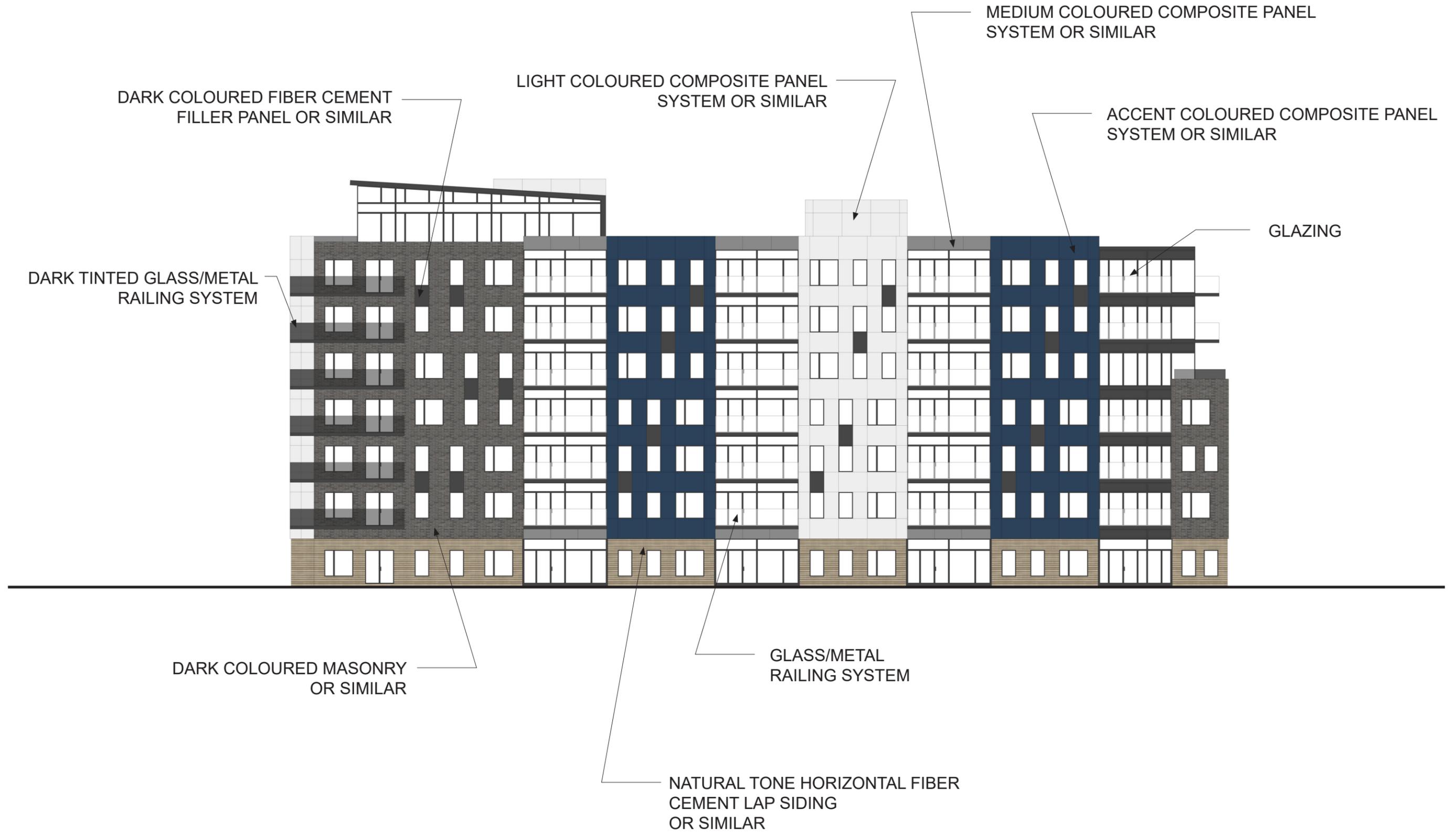


LANDSCAPE LEGEND

LANDSCAPED AREA TO BE DESIGNED BY A LANDSCAPE ARCHITECT AS PER SECTION 3.12.







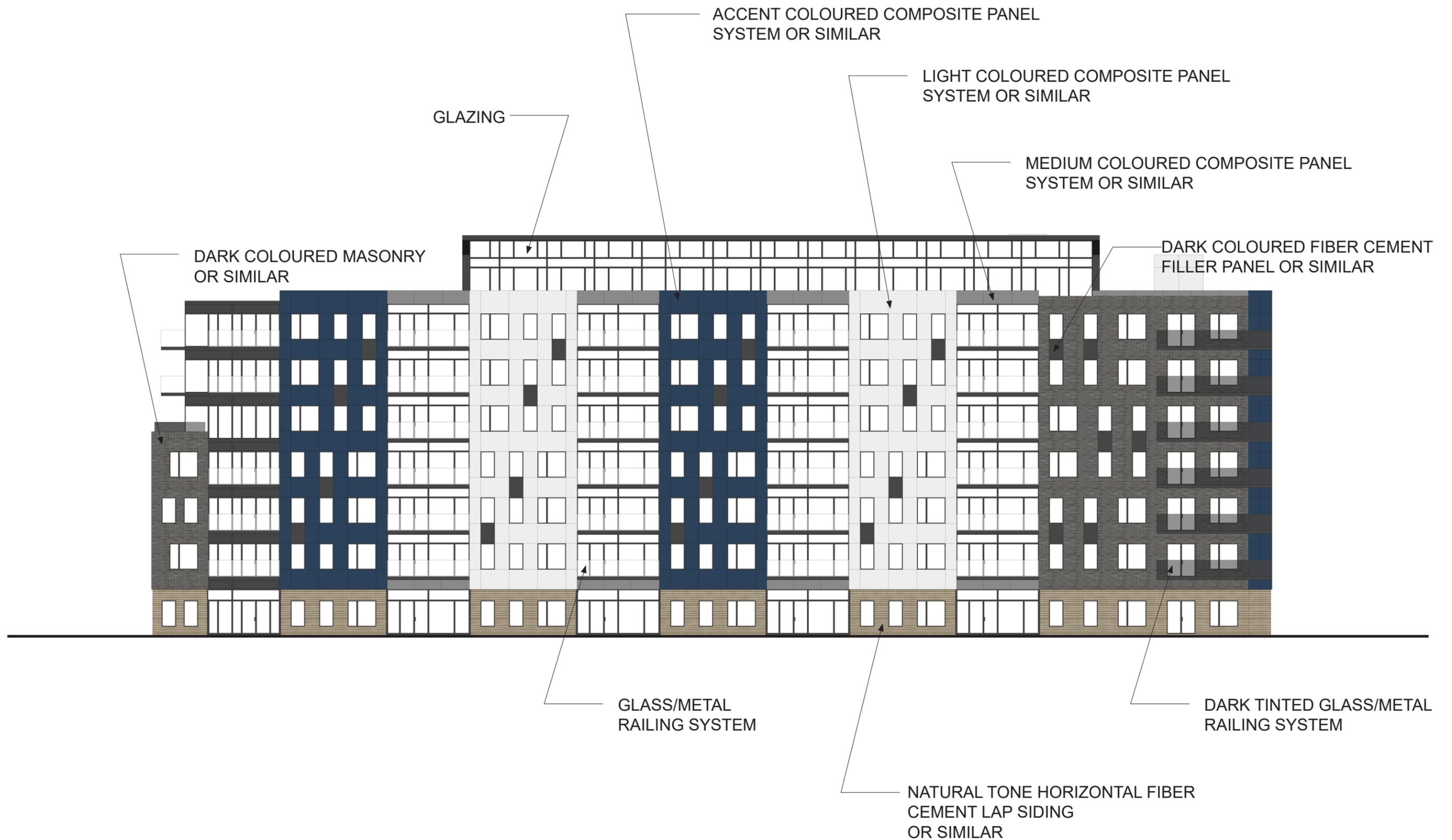
PROPOSED MULTIUNIT DEVELOPMENT MU-9
 ROCKINGHAM SOUTH, HALIFAX, NS

SCHEDULE T
BUILDING MU-9 NORTH ELEVATION

Project No.: 2013.19
 Scale: NTS
 Date: 9 Aug 2017

WM FARES
 ARCHITECTS

A3



PROPOSED MULTIUNIT DEVELOPMENT MU-9
 ROCKINGHAM SOUTH, HALIFAX, NS

SCHEDULE U
BUILDING MU-9 EAST ELEVATION

Project No.: 2013.19
 Scale: NTS
 Date: 9 Aug 2017

WM FARES
 ARCHITECTS

A4



Attachment C:
Excerpts and Analysis of Relevant Policies and Land Use By-law Sections

Halifax Municipal Planning Strategy

Section II – City-Wide Objectives and Policies
Residential Environments

Objective: The provision and maintenance of diverse and high quality housing in adequate amounts, in safe residential environments, at prices which residents can afford.

Policy	Comment
<p><i>2.1.2 On the Mainland, residential development should be encouraged to create sound neighbourhoods through the application of a planned unit development process and this shall be accomplished by Implementation Policy 3.3. It is the intention of the City to prepare and adopt a planned unit development zone subsequent to the adoption of this Plan.</i></p>	<p>The existing Stage I agreement and the proposed Stage II agreement are both enabled by this policy. The subject property falls under the Schedule “K” Zone, which is in effect a planned unit development zone.</p>
<p><i>2.4 Because the differences between residential areas contribute to the richness of Halifax as a city, and because different neighbourhoods exhibit different characteristics through such things as their location, scale, and housing age and type, and in order to promote neighbourhood stability and to ensure different types of residential areas and a variety of choices for its citizens, the City encourages the retention of the existing residential character of predominantly stable neighbourhoods, and will seek to ensure that any change it can control will be compatible with these neighbourhoods.</i></p>	<p>The proposed Stage II agreement is in keeping with the character of the neighbourhood, which was established under the existing Stage I development agreement and the Stage II agreements for Phases 1-3.</p>

Implementation Policies
Zoning

Policy	Comment
<p><i>3.3 For the residentially designated undeveloped areas of Mainland North, the City shall, pursuant to Section 38(2)(p) of the Planning Act, establish such development regulations as are necessary to implement the policies of this Plan.</i></p>	<p>The subject property is designated Residential Environments, is vacant, and located in Mainland North.</p>
<p><i>3.3.1 Further to Policy 3.3 above, these areas shall be identified on the zoning map and within such areas no development permit shall be issued unless the proposed development has been approved by a resolution of Council, and further, except under an agreement with Council pursuant to Section 34(1) of the Planning Act.</i></p>	<p>The subject property is zoned Schedule “K” which allows development subject to Stage I and Stage II development agreements.</p>

<p>3.3.2 Further to Policy 3.3.1 above, the purpose for which land within these areas is to be developed shall be primarily residential, and an emphasis shall be placed on a mix of housing types, shall include provision for local commercial uses that are intended to serve the residents of the immediate area, and shall include provision for automobile, transit and pedestrian circulation and an emphasis on conservation of natural environment features including lakes and waterways, mature trees and natural topographic features. In addition to the above, City Council may consider provision for minor commercial uses in accordance with Policy 3.1.2 in Section II, provided that such uses are consistent with the policies of this Plan, are compatible in design form and function with comprehensively planned development and with development adjacent to a comprehensively planned development, and that such uses are located in such manner as to be in accord with Policy 2.4.1 of Section II, as the principles of said policy may apply to areas of vacant land.</p>	<p>The proposed uses of the four buildings are residential, as well as some local commercial and community facility uses intended to serve the residents of the immediate area.</p>
<p>3.3.3 The City shall prepare and adopt plans for major public facilities including the location of collector roadways, schools and major community open space in the residentially designated undeveloped areas of the City.</p>	<p>N/A</p>
<p>3.3.4 In entering into agreements pursuant to Policy 3.3.1 above, Council shall be guided by the policies contained in Section II of this Plan, and shall not enter into agreements which are inconsistent with the policies of this Plan.</p>	<p>The proposal is consistent with Section II of the Halifax Municipal Planning Strategy.</p>
<p>3.3.5 Prior to entering into any agreements pursuant to Policy 3.3.1, Council shall advertise its intention to do so and shall hold a public hearing at which time any objections shall be heard.</p>	<p>A public hearing is not required before Council can consider approval of the proposed Stage II development agreement. Under the Stage I/Stage II development agreement system, a Stage II agreement is considered akin to a non-substantive amendment to a Stage I agreement.</p>

Halifax Mainland Land Use By-law

Schedule "K"

- 68(1) Any area of land shown as Schedule "K" shall be a Comprehensive Development District.
- 68(2) No development permit shall be issued for a development in a Schedule "K" unless the proposed development has been approved by a resolution of Council.
- 68(3)(a) The purpose for which land within a Schedule "K" area is to be developed shall be primarily residential, and an emphasis shall be placed on a mix of housing types; shall include provision for

local commercial uses that are intended to serve the residents of the immediate area, and community facilities for the use of residents in the immediate area; and shall include provision for automobile, transit, and pedestrian circulation; and an emphasis on conservation of natural environment features including lakes and waterways, mature trees, and natural topographic features. In addition to the above, Council may consider provision for commercial uses in accordance with the policies of the Municipal Planning Strategy.

68(3)(b) Notwithstanding clause (a), pursuant to Section II, Policy 3.3 of the Municipal Development Plan, the lands designated commercial on the east of Bicentennial Drive at the Bayers Lake Interchange shall be developed primarily as a mixed commercial/residential area.

68(4) For greater certainty, but without limiting the general powers of Subsection 68(3) above, the following uses may be permitted;

- a) detached one family dwellings;
- b) semi-detached dwellings;
- c) duplex dwellings;
- d) apartment houses;
- e) attached houses;
- f) public park or playground;
- g) commercial uses;
- h) local commercial uses intended for the use of residents of the immediate area;
- i) a community centre;
- j) golf course;
- k) notwithstanding Section (h) above, regional scale retail uses, including large-format outlets, shall only be permitted on those lands situated at the south-east quadrant of the Lacewood Drive/Bicentennial Drive interchange; and
- l) uses accessory to any of the foregoing uses.

68(5) An application for a development permit in any Schedule "K" area shall be submitted in two stages, the first stage of which shall be a tentative plan that shall include the following information for the entire area of land owned by the applicant which is designated as Schedule "K":

- a) A plan to a scale of 1" = 100', or 1" = 40', showing the following information:
 - i) The location of the various uses and their areas;
 - ii) Delineation of the various residential areas indicating for each such area its size and location, number of dwelling units (including number of bedrooms for each unit), types of dwelling units (i.e., townhouse, apartments, single family dwellings), parking layout and population density;
 - iii) The location, size, shape, and surface treatment of public and private open spaces;
 - iv) The proposed interior roadway system and connection to existing roadways including location of bus bays;
 - v) Topography of the area showing contour intervals of not more than five feet of elevation, as well as an indication of soil coverage of the site;
 - vi) All existing and proposed rights-of-way and easements, either public or private, within the area;
 - vii) Description, size and location of the proposed community cultural facilities, community centres, etc.;
 - viii) Description, size and location of proposed local commercial uses intended for the use of residents of the immediate area;
 - ix) The uses and ownership of land abutting the area in question;
 - x) A key plan with a scale between 1" = 200' and 1" = 1,320' showing the location of the site in relation to the surrounding communities;
 - xi) General indication of how the phasing and scheduling is to proceed, if phasing is intended for the project.

- b) A plan to a scale of 1" = 100' and 1" = 40' showing an outline of the existing and proposed:
 - i) roadways, walkways, rights-of-way and easements;
 - ii) sanitary sewer system;
 - iii) storm sewer system;
 - iv) water system;
 - v) surface drainage and means of disposal of the water;
 - vi) street and walkway lighting;
 - vii) telecommunication system; and
 - viii) electrical distribution system.
 - c) A plan showing the overall drainage areas contributing to the flows of the area in question.
- 68(6) After holding a public hearing and considering the plan proposal submitted under Subsection 68(5), Council shall determine whether the applicant may proceed to final approval and on what conditions, if any, Council may refuse the proposal where, in the opinion of Council, the proposal is inconsistent with the purposes of Schedule "K" or Section 5 of this by-law.
- 68(7) In the event that Council does not refuse the application, the applicant shall provide:
- a) such information as required by Sections 63 and 64 of the by-law for that portion of the proposal for which the applicant is applying for a development permit;
 - b) such additional information (final servicing plans, survey plan, etc.) as may be required by the Development Officer; and
 - c) the terms of the proposed agreement pursuant to Subsection (8).
- 68(8) Approval by Council under Section 68(6) shall only be granted subject to the condition that the registered owner of the land upon which the development is to occur shall enter into an agreement with Council containing such terms and conditions as Council may direct.
- 68(9) Council shall consider the application for final approval and shall either approve the development or notify the applicant of the objectionable features of the final plan.