



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

Item No. 11.2(i)
Halifax and West Community Council
August 7, 2018

Halifax Regional Council
October 2, 2018

TO: Chair and Members of Halifax and West Community Council

-Original Signed-

SUBMITTED BY:

Steven Higgins, Acting Director, Planning and Development

-Original Signed-

John Traves, Acting Chief Administrative Officer

DATE: July 20, 2018

SUBJECT: **Case 20936: MPS/ LUB Amendments and Development Agreement for Long Lake Village, at Cowie Hill Road and Northwest Arm Drive, Halifax**

SUPPLEMENTARY REPORT

ORIGIN

- Application by Polycorp LLV Inc. and RV Atlantic Holdings Ltd.
- February 13, 2018 Regional Council initiation of MPS/ LUB amendment process.
- On June 26, 2018, Halifax and West Community Council gave Notice of Motion to consider a proposed amending development agreement (Attachment C of the staff report dated June 15, 2018).
- On July 17, 2018, Halifax Regional Council gave First Reading to consider proposed MPS and LUB amendments (Attachments A and B of the staff report dated June 15, 2018) and scheduled a joint public hearing for September 11, 2018.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Give Notice of Motion to consider the revised proposed amending development agreement, as set out in Attachment A of this report, to allow amendments to the Long Lake Village mixed-use development at Cowie Hill Road and Northwest Arm Drive, Halifax, which includes the additional subsection 2.12.2. The public hearing for the proposed development agreement shall be held

concurrently with the public hearing for the proposed MPS/LUB amendments referenced in Recommendation 1 of the staff report dated June 15, 2018.

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

2. Approve the proposed amending development agreement to allow amendments to the Long Lake Village mixed-use development at Cowie Hill Road and Northwest Arm Drive, Halifax, which shall be substantially of the same form as contained in Attachment A of this report.
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later, otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Long Lake Village is a mixed-residential development on approximately 35 acres in the Mainland South area as shown on Maps 1 and 2. Polycorp LLV Inc. and RV Atlantic Holdings Ltd. have applied to amend the Halifax Municipal Planning Strategy (MPS), Halifax Mainland Land Use By-law (LUB) and an existing development agreement to accommodate changes to the latter stages of this development. A staff report on this matter was prepared and the following steps have been undertaken:

- On June 26, 2018, Halifax and West Community Council gave Notice of Motion to consider a proposed amending development agreement; and
- On July 17, 2018, Halifax Regional Council gave First Reading to consider proposed MPS and LUB amendments and scheduled a joint public hearing for September 11, 2018.

For more information, please see the staff report at the following link:

<https://www.halifax.ca/sites/default/files/documents/city-hall/community-councils/180626hwcc1311.pdf>

Following Community Council's Notice of Motion on June 26, 2018, the applicant made a request for one additional amendment to the development agreement. This request came about following staff's discovery that portions of four recently approved lots on Grenoble Court, which were intended for use as semi-detached dwellings (lots 501, 502, 519 and 520), encroach on the boundaries of the development agreement (refer to Maps 1 and 2). As a result, the property boundaries do not align with the regulatory boundaries and portions of the four lots can not be developed as semi-detached dwellings under the R-2P (General Residential) zone as originally intended.

Of the four portions of the lots that encroach on the boundary of the development agreement, two areas can be described as residential backyards of lots fronting on Darjeeling Drive. The remaining two areas fall within lands intended to contain a stormwater retention pond, identified as "Conservation Land" within the existing agreement. The applicant has requested that an additional text amendment (Attachment A - Subsection 2.12.2, Amendment #14) be included in the proposed amending development agreement to resolve this matter. Resolution requires an additional clause in the development agreement to allow the portions of the impacted 4 properties to be used semi-detached lots under the R-2P (General Residential) zone of the Land Use By-law.

Grenoble Court lots

Subdivision approval was granted for lots on Grenoble Court on March 7, 2018. The street connection of Grenoble Court to Cowie Hill Road was a non-substantive amendment to the development agreement approved by council as a part of amendments adopted in 2010 and 2011. However, when the lots were

approved in March of 2018, staff discovered portions of the four lots (lots 501, 502, 519 and 520) extended into the land area covered by the agreement.

Conservation Lands and Water/ Storm Infrastructure

The original development agreement for Long Lake Village (formerly called “Rockcliffe Village”) recognized the existence of water infrastructure and wet, low-lying areas within the area now referred to as the “Conservation Land”, which resulted in this land being difficult to develop. The agreement allowed the lands in question to be used for infrastructure and stormwater management while the remainder was deeded to the municipality as undeveloped land. It was agreed the property was not to be granted any parkland status nor count towards any portion of the overall parkland dedication requirements contributed by the developer. However, the area was included and factored into the developer’s overall density allocation. As a result, the lands identified in the agreement as “Conservation Land” currently includes the following three parcels:

- Parcel XTZ: 1.6 acres; used primarily for stormwater detention area;
- Parcel SWP1: 1.9 acres; used primarily for stormwater detention area; and
- Parcel WY: 5.7 acres; primarily undeveloped conservation land.

COMMUNITY ENGAGEMENT

The additional amendment request is non-substantive in nature and requires a resolution of Council. No additional community engagement, other than providing information through the HRM website, was carried out since Community Council first considered this application on June 26, 2018.

DISCUSSION

The proposed additional amendment (Attachment A - Subsection 2.12.2) falls within the category of non-substantive amendments to the agreement which typically involves a resolution of Council. The intent was that the lots on Grenoble Court be developed through the as-of-right subdivision and permitting processes. There will be no net loss of useable land as a result, since one area involves a reconfiguration of residential backyards and the other area abuts land used for stormwater detention purposes. There will be no impact on overall density. Based on the above factors, staff feel that the request is reasonable.

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 additional change to the agreement does not materially change the overall development or result in additional land use impacts. Therefore, staff recommend approval of the proposed MPS and LUB amendments as well as the amending development agreement (Attachment A).

FINANCIAL IMPLICATIONS

There are no financial implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred to satisfy the terms of the proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2018-2019 budget with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. 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 amending development agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

The Halifax and West Community Council may choose to:

1. Approve the proposed amending 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. Refuse the proposed amending development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the HRM Charter.

ATTACHMENTS

Map 1: Generalized Future Land Use
Map 2: Zoning

Attachment A: Proposed Amending Development Agreement (*with Schedules*)

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.

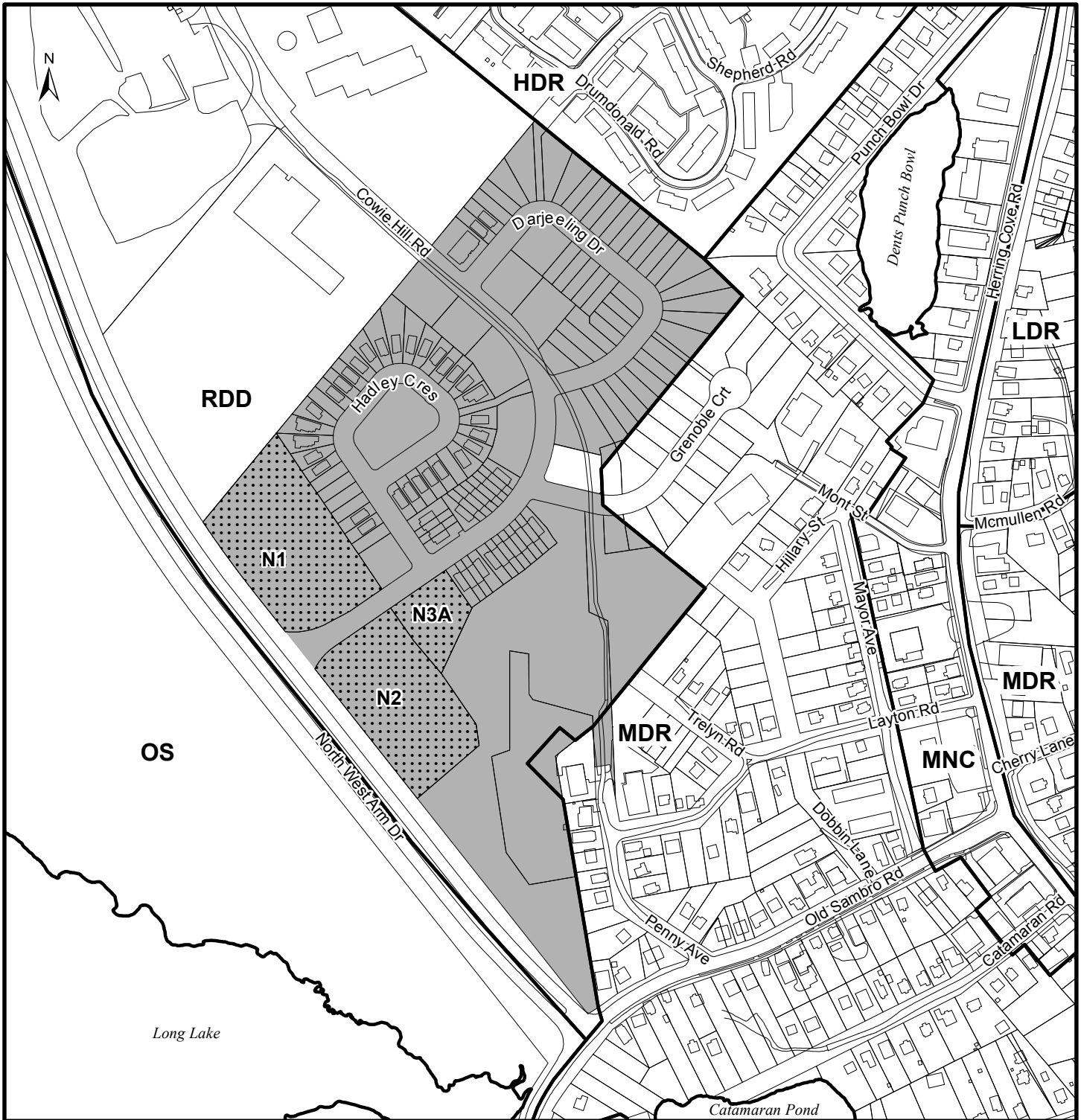
Report Prepared by: Paul Sampson, Planner II, Current Planning, 902.490.6259

-Original Signed-

Report Approved by: _____
Carl Purvis, Manager Urban and Rural Applications, 902.490.4382

-Original Signed-



Financial Approval by: _____
Jerry Blackwood, Acting Director of Finance and Asset Management/CFO, 902.490.6308



Map 1 - Generalized Future Land Use

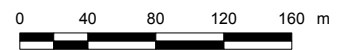
Long Lake Village
Halifax

HALIFAX

-  Area of Existing Development Agreement
-  Areas Impacted by MPS and DA Amendments
- Halifax Plan Area
- Mainland South Secondary Plan Area

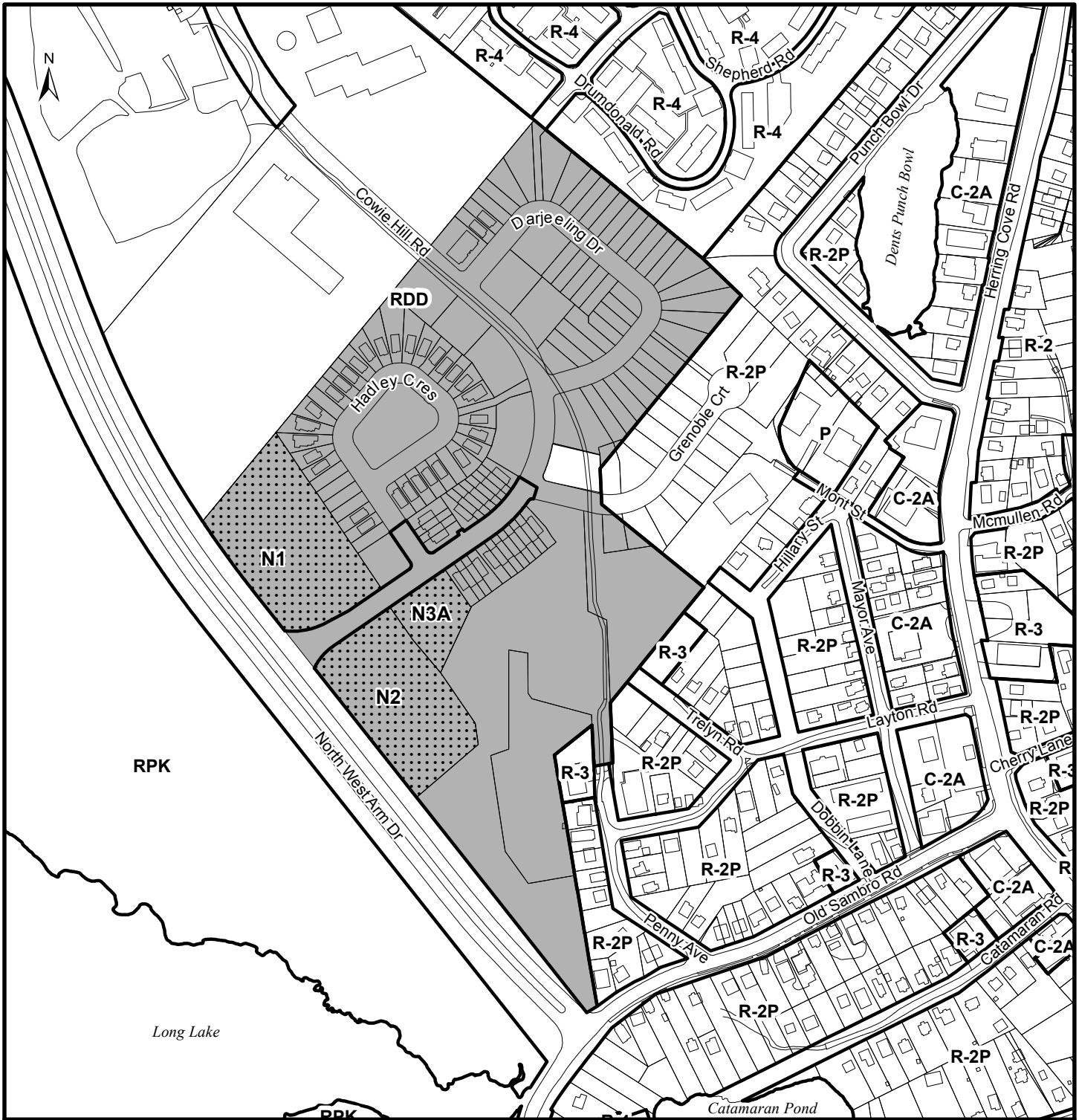
Designation

- LDR Low Density Residential (Mainland South)
- MDR Medium Density Residential (Mainland South)
- HDR High Density Residential (Mainland South)
- RDD Residential Development District (Mainland South)
- MNC Minor Commercial (Mainland South)
- OS Major Community Open Spaces (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

Long Lake Village
Halifax

 Area of Existing Development Agreement

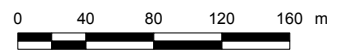
 Areas Impacted by MPS and DA Amendments

Halifax Mainland
Land Use By-Law Area

Zone

- R-2 Two Family Dwelling
- R-2P General Residential
- R-3 Low-Rise Apartment
- R-4 Multiple Dwelling
- RDD Residential Development District
- C-2A Minor Commercial
- P Park and Institutional
- RPK Regional Park

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.

ATTACHMENT A

Proposed Amending Development Agreement

THIS FOURTH AMENDING DEVELOPMENT AGREEMENT made this day of , 2018,

BETWEEN:

[Insert Name of Corporation/Business LTD.],
a body corporate, in the Province of Nova Scotia, and

[Insert Name of Corporation/Business LTD.],
a body corporate, in the Province of Nova Scotia,
(hereinafter **together** 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 Northwest Arm Drive and Cowie Hill Road, Halifax [PID# 41352022, 41352030, 41394024], and which said lands are more particularly described in Schedule A-1 hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is the owner of additional lands located on Grenoble Court, Halifax [PID #41411034, 41411042, 41459603, and 41459611], and which Lands are more particularly described in the attached Schedule A-2 hereto (hereafter called "The Additional Lands");

AND WHEREAS the former Chebucto Community Council for the Municipality approved an application to enter into a development agreement to allow for a comprehensive mixed-use development on the lands (referenced as Municipal Case Number 01179), which said development agreement was registered at the Land Registry Office in Halifax on October 9, 2009 as Document #94471258 (hereinafter called the "Original Agreement"), and which applies to the Lands and the Additional Lands;

AND WHEREAS the former Chebucto Community Council for the Municipality approved an application to amend the Original Agreement to allow for substantive changes to the development on the Lands (referenced as Municipal Case Number 15976), which amending development agreement was registered at the Land Registry Office in Halifax on October 21, 2010 as Document #97048665 (hereinafter called the "First Amending Agreement"), and which applies to the Lands and the Additional Lands;

AND WHEREAS the former Chebucto Community Council for the Municipality approved an application to further amend the Original Agreement to allow for a specific location for a local street connection and resultant reconfiguration of the Conservation Land (referenced as Municipal Case Number 16629), which amending development agreement was recorded at the Land Registry Office in Halifax on July 20, 2011 as Document #98748248 (hereinafter called the "Second Amending Agreement"), and which applies to the Lands and the Additional Lands;

AND WHEREAS the Halifax and West Community Council for the Municipality approved an application to further amend the Original Agreement to allow for the discharge of a portion of the Lands

from the Original Agreement (referenced as Municipal Case Number 19065), which discharging agreement was recorded at the Land Registry Office in Halifax on April 29, 2014 as Document #104972030 (hereinafter called the "Discharging Agreement"), and which does not apply to the Lands or the Additional Lands;

AND WHEREAS the Halifax and West Community Council for the Municipality approved an application to further amend the Original Agreement to allow for a change in overall population density from 27.1 to 28.1 persons per acre (referenced as Municipal Case Number 20113), which amending development agreement was recorded at the Land Registry Office in Halifax on December 20, 2016 as Document #110086684 (hereinafter called the "Third Amending Agreement"), and which applies to the Lands and the Additional Lands;

AND WHEREAS the Original Agreement, First Amending Agreement, Second Amending Agreement, and Third Amending Agreement together comprise the Existing Development Agreement (hereinafter called "the Existing Development Agreement");

AND WHEREAS the Developer has requested further amendments to the Existing Development Agreement pursuant to the provisions of the *Halifax Regional Municipal Charter* and pursuant to Policies 1.5 and 1.5.1 of Section X of the Halifax Municipal Planning Strategy and Section 62B(1) and 62B(2) of the Halifax Mainland Land Use Bylaw;

AND WHEREAS the Halifax and West Community Council for the Municipality approved these requests at a meeting held on [INSERT DATE], referenced as Municipal Case Number **20936**;

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

-
1. Except where specifically varied by this Fourth Amending Development Agreement, all other, conditions and provisions of the Existing Development Agreement, as amended, shall remain in effect.
 2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Fourth Amending Agreement, and the Existing Development Agreement.
 3. The Existing Development Agreement shall be amended by deleting subsection 2.1 in its entirety, as shown in strikeout, and inserting the following text as shown in bold, as follows:

~~The Developer shall develop the lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this agreement (plans numbered 01179-001 to 01179-004 inclusive) filed in the Halifax Regional Municipality as Case Number 01179.~~

The schedules are:

Schedule A — Legal Description of the Lands
Schedule B-1 — Conceptual Site/ Master Plan — Plan # 15976-001
Schedule C — Typical Elevation, 10-storey Residential Plan # 01179-002
Schedule D — Typical Elevation, 4-storey Residential Plan # 01179-003
Schedule E — Typical Elevation, 6-storey Residential Plan # 01179-004
Schedule F — Future Local Street Connection — Plan # 16629-001

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 20936:

Schedule A	Legal Description of the Lands
Schedule A-1	Legal Description of Lots N1, N2 and N3A
Schedule A-2	Legal Description of the Additional Lands
Schedule B-2	Conceptual Site/ Master Plan
Schedule B-3	Site Plan, Lots N1, N2, N3A
Schedule C-1	Southwest Elevation, Lot N1, Building B
Schedule C-2	Southwest Elevation, Lot N1, Building A
Schedule C-3	Southeast Elevation, Lot N1, Building A
Schedule C-4	Northeast Elevation, Lot N1, Building A
Schedule C-5	Northeast Elevation, Lot N1, Building B
Schedule C-6	Northwest Elevation, Lot N1, Building B
Schedule D-1	Southwest Elevation, Lot N2, Building A
Schedule D-2	Southwest Elevation, Lot N2, Building B
Schedule D-3	Northwest Elevation, Lot N2, Building A
Schedule D-4	Northeast Elevation, Lot N2, Building B
Schedule D-5	Northeast Elevation, Lot N2, Building A
Schedule D-6	Southeast Elevation, Lot N2, Building B
Schedule E-1	West Elevation, Lot N3A
Schedule E-2	North Elevation, Lot N3A
Schedule E-3	East Elevation, Lot N3A
Schedule E-4	South Elevation, Lot N3A
Schedule F	Future Local Street Connection
Schedule G-1	Parking Table, Lots N1, N2, N3A

4. The Existing Development Agreement shall be amended by deleting the following Schedules:

Schedule B-1	Conceptual Site/ Master Plan # 15976-001
Schedule C	Typical Elevation, 10-storey Residential Plan # 01179-002
Schedule D	Typical Elevation, 4-storey Residential Plan # 01179-003
Schedule E	Typical Elevation, 6-storey Residential Plan # 01179-004

And inserting the following Schedules:

Schedule A-1	Legal Description of Lots N1, N2 and N3A (attached)
Schedule A-2	Legal Description of the Additional Lands (attached)
Schedule B-2	Conceptual Site/ Master Plan (attached)
Schedule B-3	Site Plan, Lots N1, N2, N3A (attached)
Schedule C-1	Southwest Elevation, Lot N1, Building B (attached)
Schedule C-2	Southwest Elevation, Lot N1, Building A (attached)
Schedule C-3	Southeast Elevation, Lot N1, Building A (attached)
Schedule C-4	Northeast Elevation, Lot N1, Building A (attached)
Schedule C-5	Northeast Elevation, Lot N1, Building B (attached)
Schedule C-6	Northwest Elevation, Lot N1, Building B (attached)
Schedule D-1	Southwest Elevation, Lot N2, Building A (attached)
Schedule D-2	Southwest Elevation, Lot N2, Building B (attached)
Schedule D-3	Northwest Elevation, Lot N2, Building A (attached)
Schedule D-4	Northeast Elevation, Lot N2, Building B (attached)
Schedule D-5	Northeast Elevation, Lot N2, Building A (attached)
Schedule D-6	Southeast Elevation, Lot N2, Building B (attached)

- Schedule E-1 West Elevation, Lot N3A (attached)
- Schedule E-2 North Elevation, Lot N3A (attached)
- Schedule E-3 East Elevation, Lot N3A (attached)
- Schedule E-4 South Elevation, Lot N3A (attached)
- Schedule G-1 Parking Table, Lots N1, N2, N3A (attached)

Schedule A of the Existing Development Agreement (Legal Description of the Lands) and Schedule F of the Second Amending Agreement (Future Local Street Connection, Plan #16629-001) shall be retained.

5. The Existing Development Agreement shall be amended by deleting all text references to “Schedule B-1” and replacing them with reference to “Schedule B-2”.
6. Section 2.3.1 of the Existing Development Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold, as follows:
 - 2.3.1 The use(s) of the Lands permitted by this Agreement, as generally shown on the Schedules, are the following:
 - (a) ~~Four~~ **Multiple-unit residential** (apartment) buildings **on Lots N1, N2 and N3A,** which may include the following Special Care Home uses: homes for the aged, licensed nursing homes and/or residential care facilities for seniors;
 - (b) ~~One~~ **Commercial building uses on the ground-floor and at-grade levels of the multiple-unit residential (apartment) buildings on Lots N1, N2 and N3A or, alternatively, residential units and amenity (“recreational”) space which are permitted elsewhere in the buildings;**
 - (c) townhouses;
 - (d) single family dwellings;
 - (e) uses accessory to any of the foregoing uses.
7. Section 2.4.2 of the Existing Development Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold as follows:
 - 2.4.2 The multiple-unit residential (apartment) buildings **on Lots N1, N2 and N3A,** as ~~generally shown on the Schedules, B, C, D and E,~~ shall comply with the R-3 and R-4 zones of the Land Use By-law with the following exceptions:
 - (a) Buildings **on Lots N1 and N2 No. 2 and 3** shall be permitted to a maximum height of ~~ten~~ **twelve** storeys, not including the mechanical penthouse level. ~~Dwelling units may be permitted within the same level as the mechanical penthouse. Notwithstanding this, the Development Officer may allow an increase to a maximum height of twelve storeys, not including the mechanical penthouse.~~ **The exposed parking levels and foundation wall along the southern half of the building on Lot N2 may be excluded from the calculation of the number of storeys, provided that the exterior face of the parking levels and foundation wall include an acceptable combination of wall treatment, as outlined in section 2.4.8, and vegetative screening materials;**
 - (b) ~~The~~ **Buildings on Lot N3A No. 1 and 4** shall be permitted to a maximum height of ~~six~~ **four** storeys, **not including the mechanical penthouse level** ~~provided the Development Officer may allow an increase to a maximum height of six storeys in order to accommodate the transfer of densities permissible pursuant to Sect. 2.4.5;~~
 - (c) For all buildings, angle controls may be waived from all property lines ~~except the Northwest Arm Drive right-of-way;~~
 - (d) Population density shall be calculated in accordance with Section 2.4.5;

- (e) ~~There shall be no minimum lot frontage requirement for Buildings No. 1 and 4~~ **Lots N1 and N2 may be subdivided into two lots each, notwithstanding that the two additional lots may not have frontage on Cowie Hill Road, but may utilize Cowie Hill Road for vehicular access purposes;**
- (f) Landscaped open space requirements may be reduced by up to 50% for any of the multiple-unit buildings;
- (g) Building materials shall be generally as shown on ~~the Schedules C, D and E~~ or may include an acceptable equivalent as determined by the Development Officer;
- (h) The Development Officer may allow the footprint, size and siting of the buildings to vary from that shown on Schedule B-2, **with the exception that the building wall on Lot N3A shall be located no closer than 60 feet from the northeast property line, abutting the townhouse property at 652 Cowie Hill Road;**
- (i) The unit mix requirements of Section 28CI of the Land Use By-law shall not apply;;
- (j) **Parking requirements for multiple-unit residential (apartment) and commercial uses shall comply with Schedule G-1;**
- (k) **Ground-floor commercial uses noted in Section 2.3.1 (b) shall comply with Section 29A of the Land Use By-law. Notwithstanding Section 29A of the Land Use By-law, all buildings are not required to contain 100 or more dwelling units, do not need to be located within 120 feet of an intersection and commercial uses do not need to be separately accessible from the building exterior. Commercial uses shall not exceed 1,393 square metres (15,000 sq. ft.) of gross commercial floor area in total on lots N1, N2 and N3A. Ground-floor and at-grade uses may also include residential units and amenity (“recreational”) space which are permitted elsewhere in the buildings; and**
- (l) **Exterior signs for Lots N1, N2 and N3A shall be limited to:**
 - i) **Fascia, awning or projecting signs for commercial uses at the ground floor levels;**
 - ii) **Signs for building names, branding, civic addressing and directional signs; and**
 - iii) **Two ground/ pylon signs per lot, not to exceed 10 feet in height.**

8. The Existing Development Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the following text as shown in bold:

2.4.4 ~~The commercial building shall not exceed two storeys in height and not exceed 4,000 square feet of gross floor area. No more than 16 parking spaces shall be required. Commercial uses and signs shall comply with the C-2A zone requirements of the Land Use By-law. Deleted~~

9. Section 2.4.5 of the Existing Development Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the following text as shown in bold, as follows:

2.4.5 The residential population density of the entire development shall not exceed 27.1 persons per acre of Gross Lot Area as defined in the Land Use By-law. The number of multiple-unit (apartment) dwelling units shown on Schedule B-2 shall be based on 2-bedroom equivalents, therefore, the actual number of units may vary. Population density shall be calculated on the following basis:

- | | |
|--------------------------|---|
| - Apartments: | - one person for each bachelor unit, |
| | - 2 persons for each one bedroom unit |
| | - 2.25 persons for all other unit types |
| - Townhouse | - 3.35 persons |
| - Single Family dwelling | - 3.35 persons |

The Development Officer shall allow the numbers of single family, townhouse or multiple-unit (apartment) dwelling units, as shown on Schedule ~~B-B-2~~, to vary by up to 30%, provided that the population density of the entire development indicated above is not exceeded ~~and provided the number of multiple-unit (apartment buildings) does not exceed four.~~

For the purposes of calculating density, one bedroom plus den units shall be considered to be the same as one-bedroom units. Population density tracking calculations shall be provided to the Development Officer of the Municipality with each application for Development or Construction permits for any multiple-unit building.

Notwithstanding the maximum residential population density of 27.1 person per acre noted above, the residential population density of the entire development may be increased to 28.1 persons per acres of Gross Lot Area as defined in the Land Use By-law, provided that the additional population is directed to the multiple-unit **residential (apartment) dwellings buildings** only.

10. The Existing Development Agreement shall be amended by inserting subsection 2.4.8, immediately following subsection 2.4.7, as shown in bold:

2.4.8 Parking Garage Wall Treatment/ Exposed Foundation: Large blank or unadorned exterior parking garage or foundation walls shall not be permitted. The scale of large walls shall be tempered by the introduction of such elements as artwork/ murals, plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane). Any exposed foundation in excess of five feet in height shall be architecturally detailed, veneered with concrete or metal panels, stone or brick or treated in an equivalent manner acceptable to the Development Officer.

11. The Existing Development Agreement shall be amended by inserting subsection 2.6.9, immediately following subsection 2.6.8, as shown in bold:

2.6.9 Notwithstanding subsection 2.6.2, on Lot N3A, the landscaped area between the parking lot and the northeast property line, abutting the townhouse property at 652 Cowie Hill Road, shall include an opaque privacy fence or screening structure with a minimum height of five feet along or near the property line, in combination with tree planting (at least 50 percent of which shall be coniferous), above the retaining wall structure for screening purposes.

12. The Existing Development Agreement shall be amended by adding Subsections 4.2 (i) and (j), immediately following subsection 4.2 (h), as shown in bold:

- (i) **An extension to the date of completion of the development, as specified in subsection 5.4.1.;**
- (j) **Changes to the exterior architectural appearance and building materials for the multiple-unit residential buildings which, in the opinion of the Development Officer, do not conform with the Schedules or subsections 2.4.2 (g) and (h).**

13. Section 5.4.1 of the Existing Development Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold, as follows:

- 5.4.1 If the Developer fails to complete the development by **October 9, 2029** ~~after ten years from the date of the 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;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.

14. The Existing Development Agreement shall be amended by adding Subsection 2.12.2, immediately following subsection 2.12.1, as shown in bold:

2.12.2 Notwithstanding subsections 2.3.1 and 2.4.5 of the Existing Development Agreement, Lots 501, 502, 519 and 520 Grenoble Court (PID # 41411034, 41411042, 41459603, 41459611), may be used and developed pursuant to the requirements of the R-2P (General Residential) zone of the Land Use By-law for Halifax Mainland. The overall population count of the Lands, for density purposes, shall be reduced accordingly, based on the area of the portions of lots 501, 502, 519 and 520 which fall within the Lands.

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK



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 Fax: 416 598-8944
 www.ibigroup.com
 IBI Group is a wholly owned subsidiary of IBC Inc.



0 25 50 m
 SCALE: 1 : 1000

ADDED WATERMAIN	MAY 18, 2010
AT PROPERTY LINE	
REVISED LOTS AT DEV. AGREEMENT	APR 21, 2010
REVISED LOTS AT	
REVISED PLAN	FEB 18, 2010
REVISED PLAN	MAY 14, 2010
REVISED PLAN	DEC 24, 2009
REVISED PLAN	DEC 12, 2009
24400	

ROCKCLIFFE VILLAGE

14888 - 115, Canada

MASTER PLAN - OPTION 1C

Schedule B-2



LOCATION MAP (N.T.S.)



Conceptual Site / Master Plan

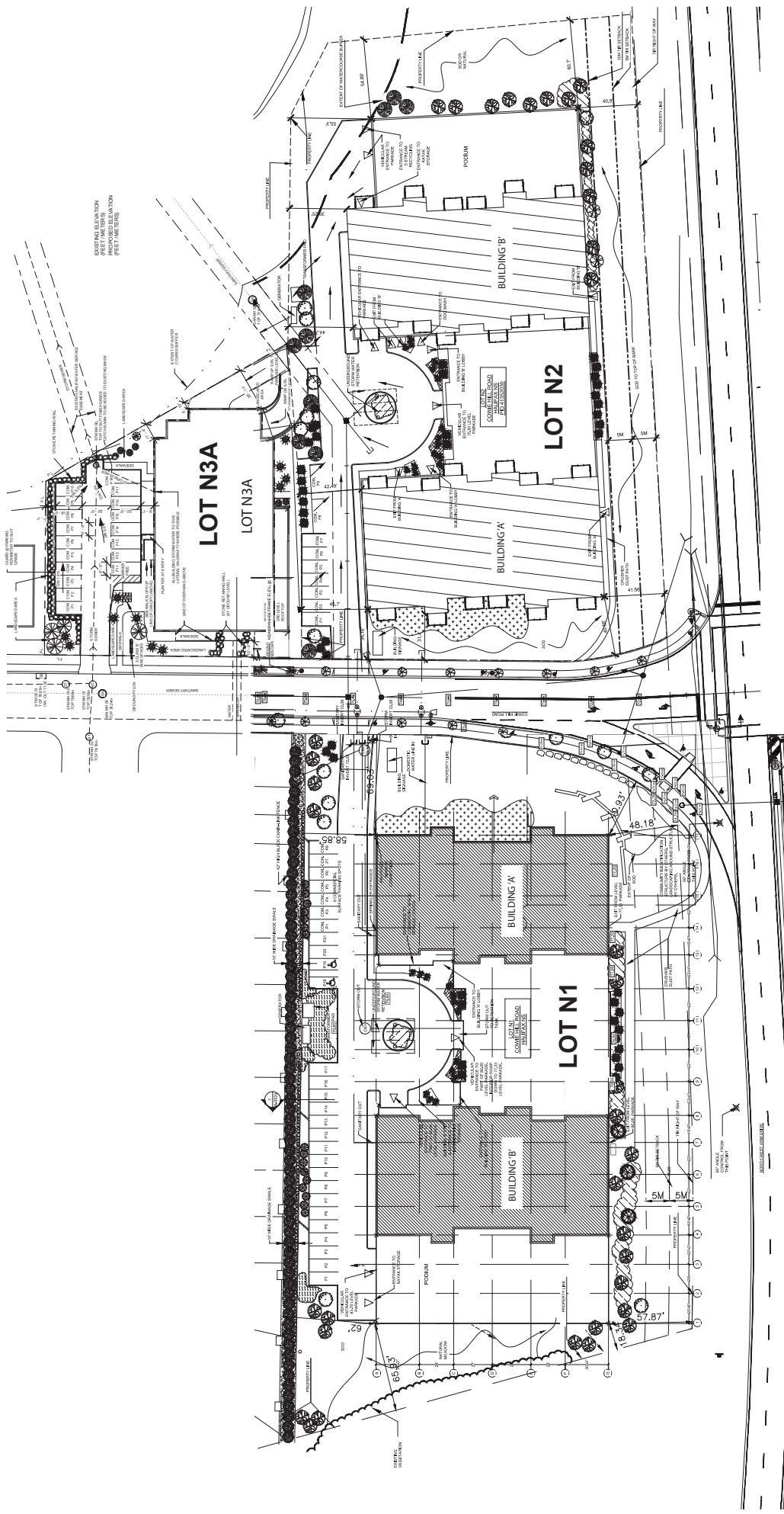
SITE STATISTICS FOR OPTION 1C, MAY 25, 2010
 SINGLE FAMILY 3Z (9.75M) AND TOWNHOUSES 20' (6M) FRONTAGE

TOTAL CONSERVATION LAND:	4.14 Ha (10.23 ACRES) (27.7 % OF TOTAL SITE AREA)
PARKS:	
NORTH PARK (PASSIVE):	0.17 Ha (0.43 ACRES)
SOUTH PARK (PASSIVE):	0.22 Ha (0.54 ACRES)
TOTAL PARKS:	0.39 Ha (0.97 ACRES) (2.8% OF TOTAL SITE AREA)
TOTAL EXISTING WETLAND AREA:	0.18 Ha (0.45 ACRES) (1 % OF TOTAL SITE AREA)

ROADS	
ROADS LINEAR LENGTH:	1057 LIN. M.
AREA OF ROW	1.69 Ha (4.18 ACRES)

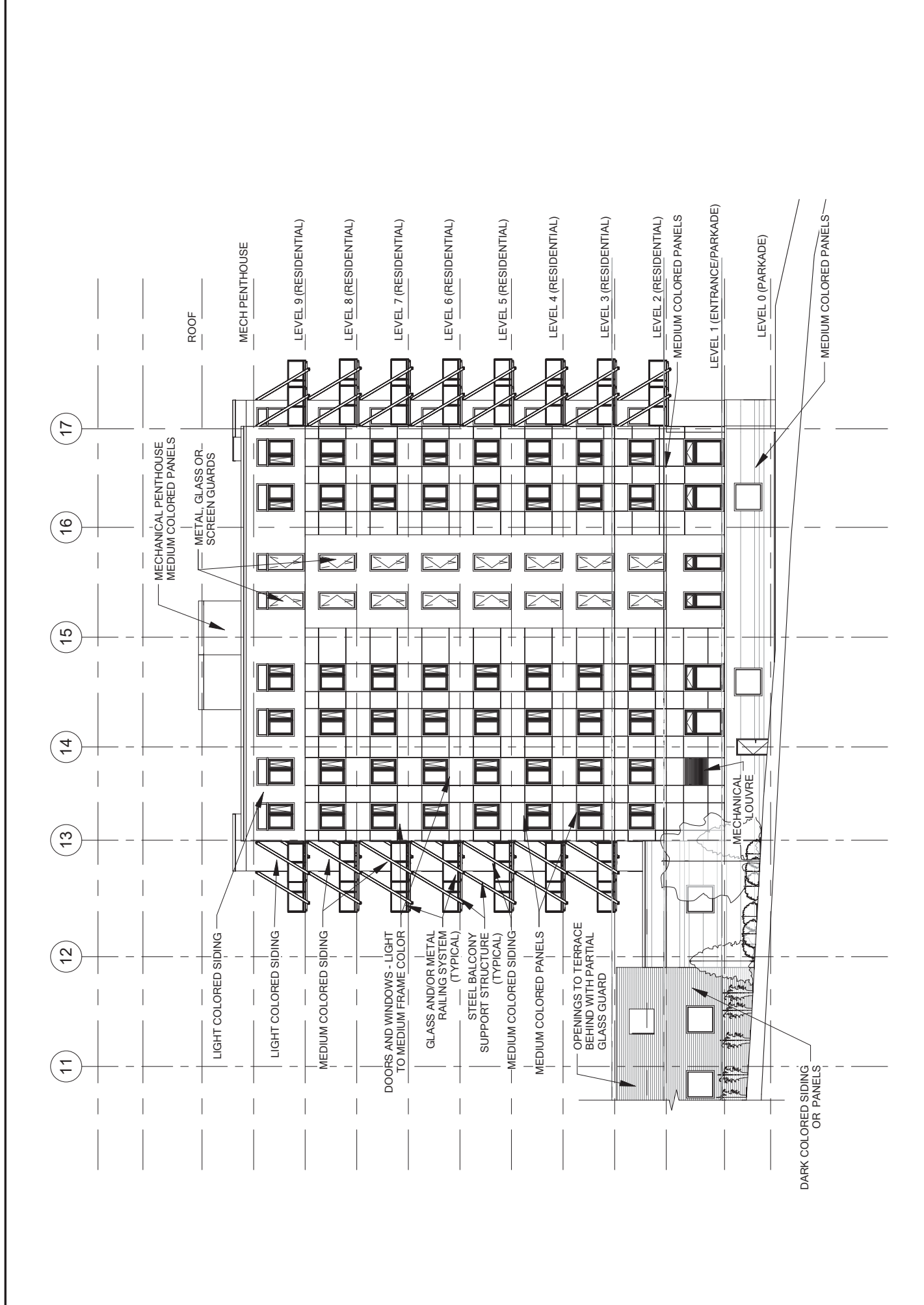
BUILT FORM UNIT COUNT:	
UNIT COUNT:	77 UNITS x 3.35 PEOPLE=258
SINGLE FAMILY:	72 UNITS x 3.35 PEOPLE=241
TOWNHOUSES:	202 UNITS x 2.25 PEOPLE=455
APARTMENTS:	954 PEOPLE
TOTAL:	351 UNITS
SINGLE FAMILY UNITS	21.9 % OF TOTAL UNITS
TOWNHOUSE UNITS	20.5 % OF TOTAL UNITS
APARTMENT FAMILY UNITS	57.6 % OF TOTAL UNITS

SUMMARY	
SITE AREA :	13.73 Ha (33.92 ACRES)
GROSS SITE AREA:	14.22 Ha (35.14 ACRES)
GROSS SITE AREA DENSITY:	27.1 PPA
RESIDENTIAL LOT AREA:	2.76 Ha (6.84 ACRES) 20% SITE AREA
SINGLE FAMILY LOT AREA:	2.20 Ha (5.44 ACRES) 16.0% SITE AREA
TOWNHOUSE LOT AREA:	2.15 Ha (5.31 ACRES) 15.7% SITE AREA
APARTMENTS LOT AREA:	7.11 Ha (17.56 ACRES) 51.8% SITE AREA
TOTAL RESIDENTIAL LOT AREA:	0.25 Ha (0.61 ACRES) 1.8% SITE AREA
COMMERCIAL:	1.69 Ha (4.18 ACRES) 12.3% SITE AREA
ROADS AREA:	4.67 Ha (11.54 ACRES) 34% SITE AREA
PARKS AND OPEN SPACE:	



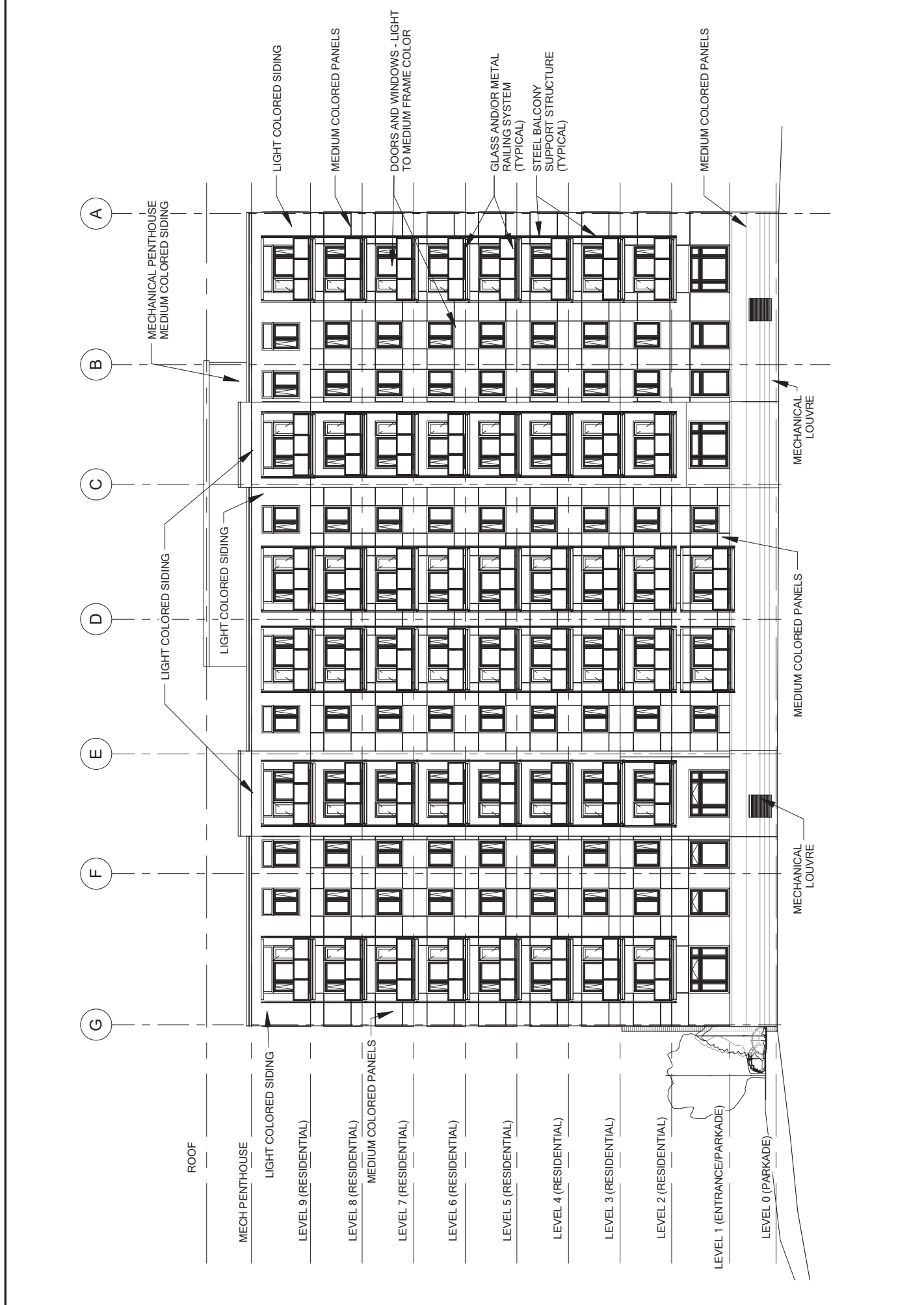
PROPOSED ELEVATION
FEET MATERS
POST 1/8" = 1'-0"

<p>ISSUED FOR: DEVELOPMENT AGREEMENT APPLICATION</p>	<p>DRAWING: SITE PLAN KEY</p>	<p>ISSUE DATE: MAY 2018</p>
<p>ISSUED FOR: DEVELOPMENT AGREEMENT APPLICATION</p>	<p>SCALE: SCHEDULE B-3</p>	<p>1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC. 2. DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED. 3. ALL DIMENSIONS AND CONDITIONS TO BE VERIFIED ON SITE. ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT AND AGREED UPON BEFORE PROCEEDING.</p>
<p>LOTS N1, N2 AND N3-A LONG LAKE VILLAGE, HALIFAX, NS</p>		
<p>MICHAEL APIER ARCHITECTURE <small>WWW.MICHAELAPIERARCHITECTURE.COM</small></p>		



ARIA at Long Lake LOT N1 COWIE HILL RD HALIFAX, NOVA SCOTIA	MICHAEL APIER ARCHITECTURE INC.	DRAWING: SOUTHWEST ELEVATION BUILDING 'A'	DATE: MAY 2018
		SCALE: 1 : 300	ISSUED FOR AMENDMENT TO DA SCHEDULE C-2

1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC.
2. DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED.
3. ALL DIMENSIONS AND CONDITIONS TO BE VERIFIED ON SITE. ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT AND AGREED UPON BEFORE PROCEEDING.



DRAWING: SOUTHEAST ELEVATION BUILDING 'A'	DATE: MAY 2018
SCALE: 1 : 300	ISSUED FOR AMENDMENT TO DA
<p>1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC.</p> <p>2. DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED.</p> <p>3. ALL DIMENSIONS AND CONDITIONS TO BE VERIFIED ON SITE. ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT AND AGREED UPON BEFORE PROCEEDING.</p>	<p>ARIA at Long Lake LOT N1 COWIE HILL RD HALIFAX, NOVA SCOTIA</p>
<p>MZA MICHAEL APIER ARCHITECTURE INC.</p>	<p>SCHEDULE C-3</p>

11

12

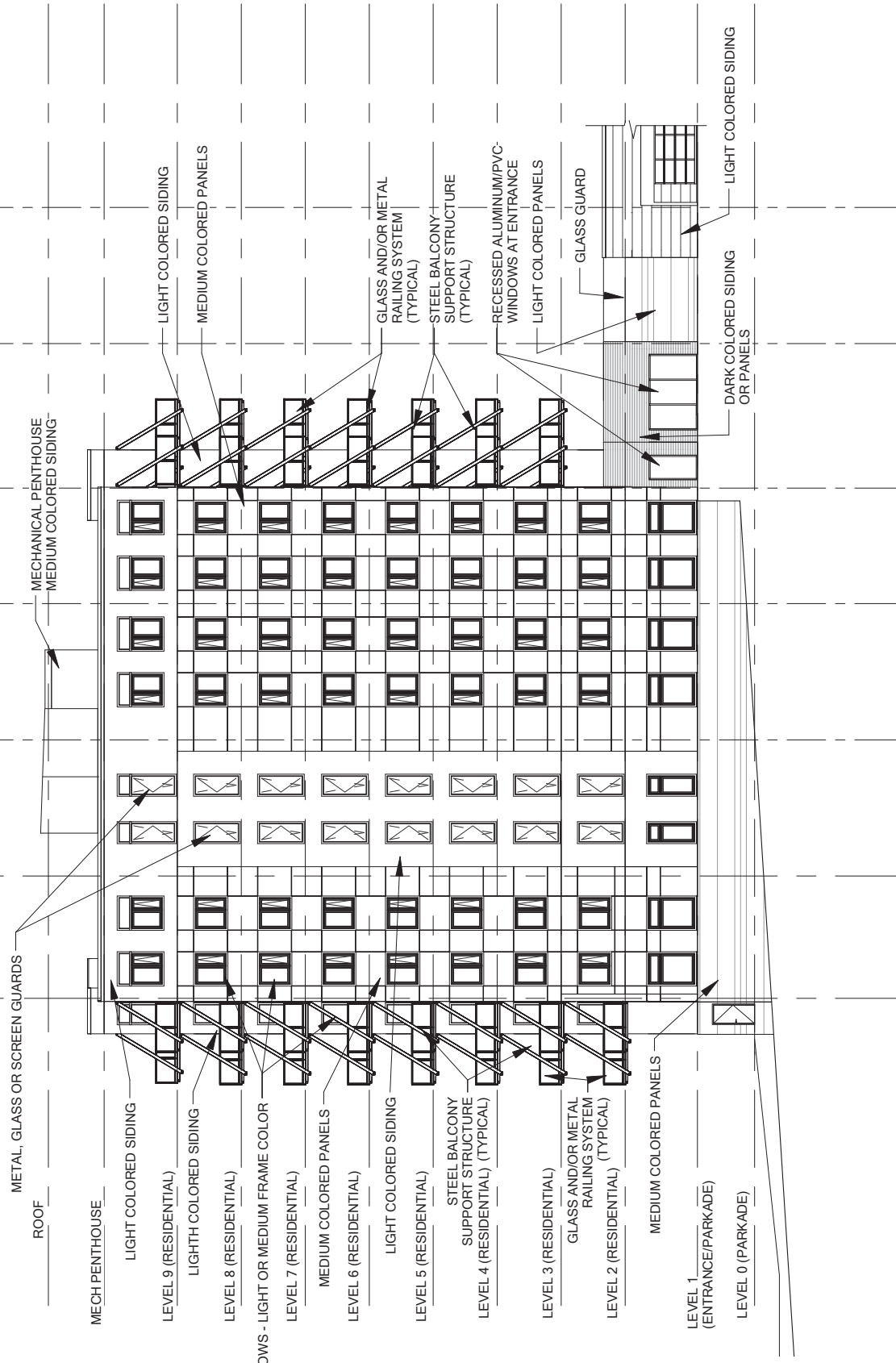
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17



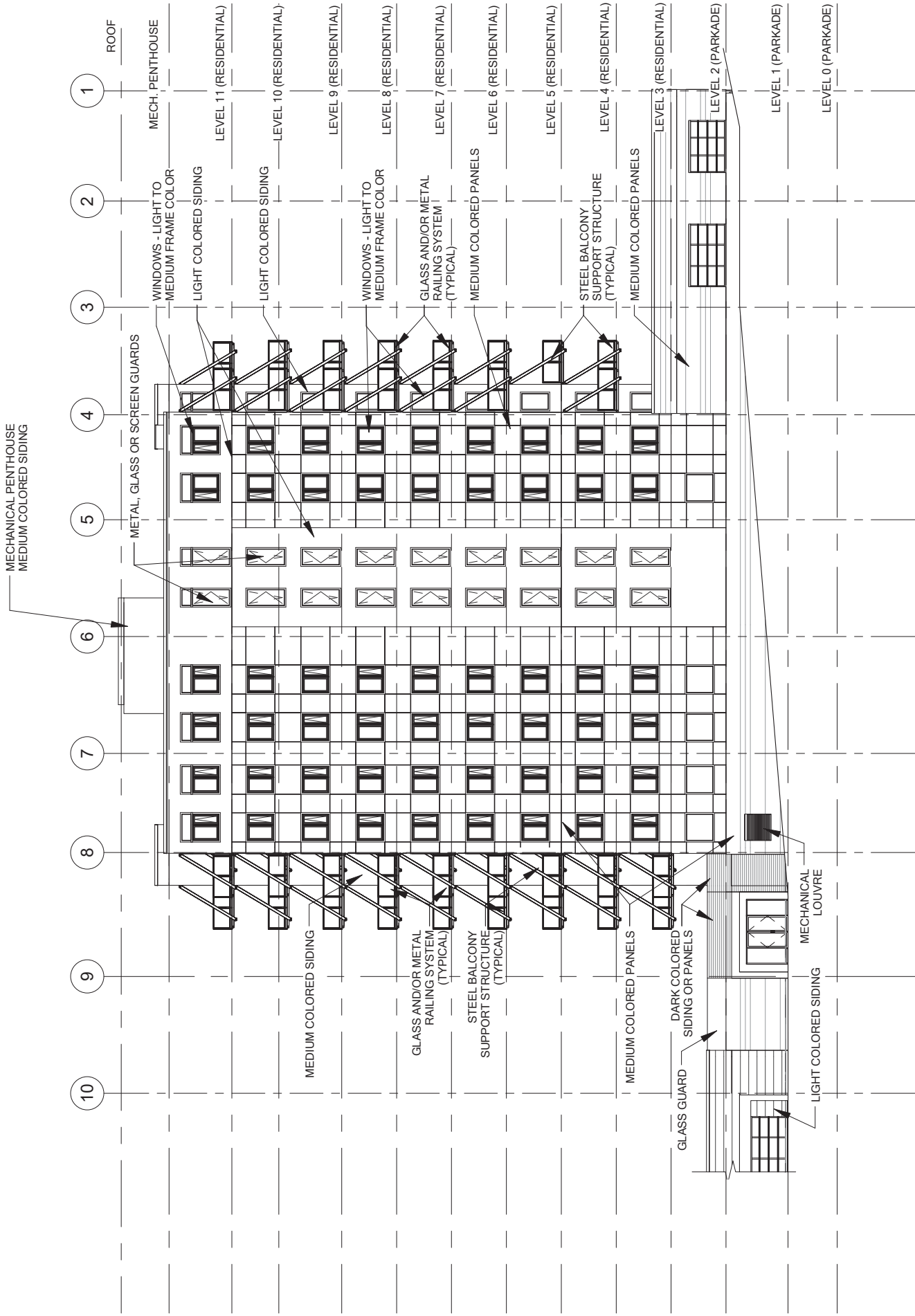
DATE: MAY 2018
 SCHEDULE C-4

DRAWING: NORTHEAST ELEVATION BUILDING 'A'
 SCALE: 1 : 300
 ISSUED FOR AMENDMENT TO DA



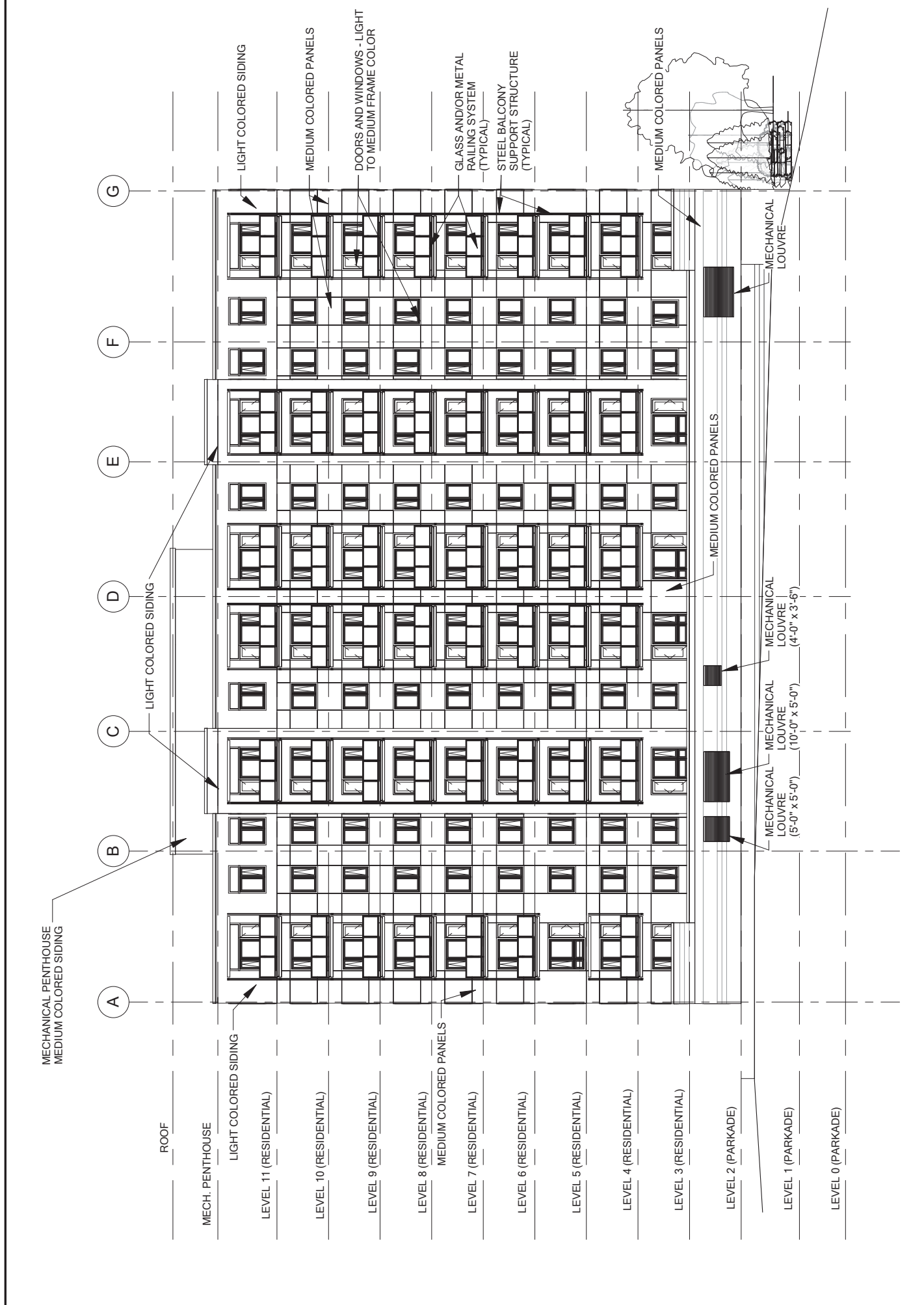
1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC.
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ARIA at Long Lake
 LOT N1 COWIE HILL RD
 HALIFAX, NOVA SCOTIA



<p>ARIA at Long Lake LOT N1 COWIE HILL RD HALIFAX, NOVA SCOTIA</p>	<p>DRAWING: NORTH-EAST ELEVATION BUILDING 'B' SCALE: 1 : 300</p>	<p>DATE: MAY 2018</p>
<p>1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC. 2. DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED. 3. ALL DIMENSIONS AND CONDITIONS TO BE VERIFIED ON SITE. ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT AND AGREED UPON BEFORE PROCEEDING.</p>	<p>ISSUED FOR AMENDMENT TO DA</p>	<p>SCHEDULE C-5</p>





DATE: MAY 2018

DRAWING: NORTHWEST ELEVATION BUILDING 'B'

SCALE: 1 : 300

ISSUED FOR AMENDMENT TO DA

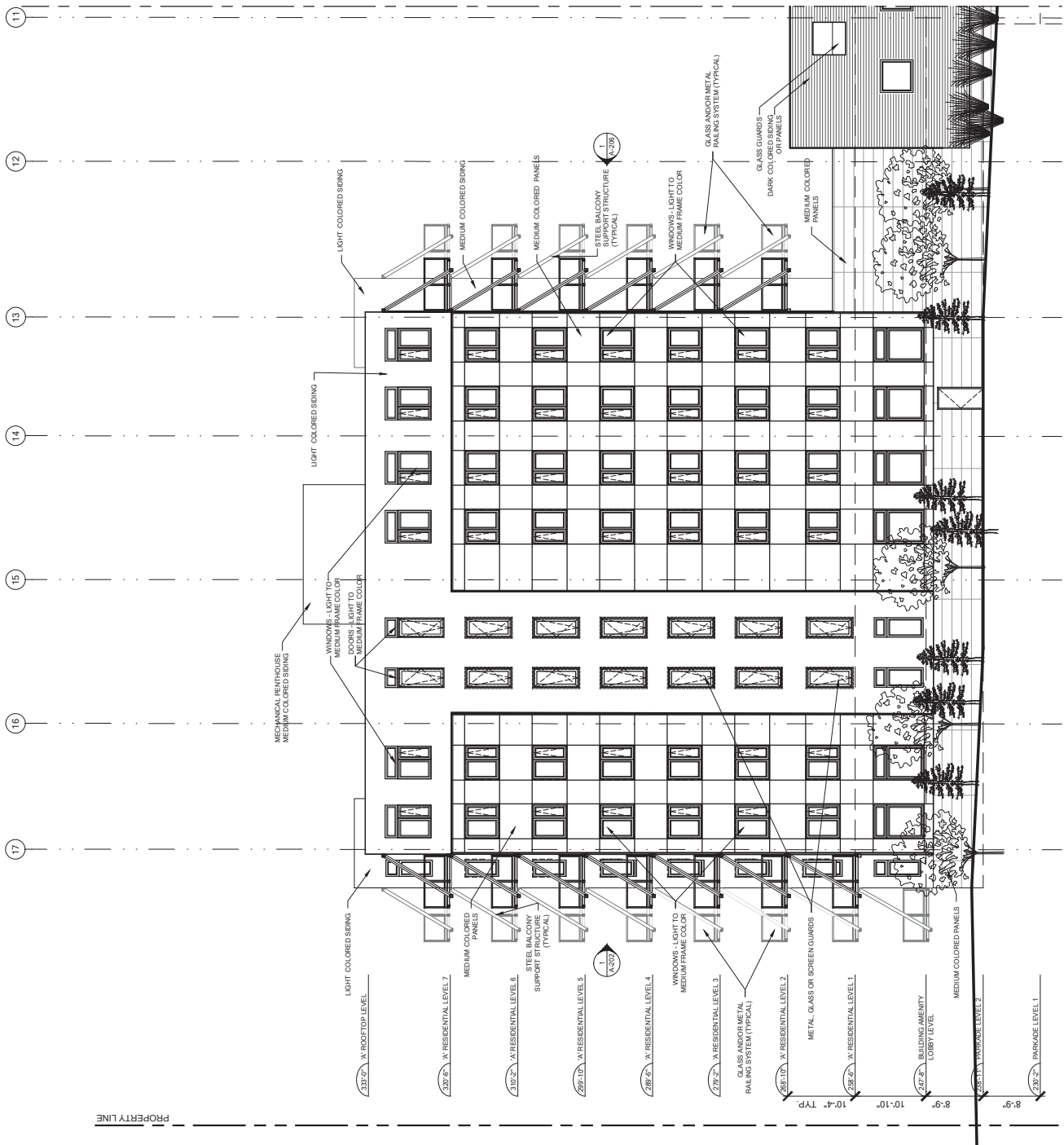
SCHEDULE C-6

ARIA at Long Lake
 LOT N1 COWIE HILL RD
 HALIFAX, NOVA SCOTIA

1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC.
 2. DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED.
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ICHAE
 APIER
 ARCHITECTURE INC.

PROPERTY LINE



ADAGIO
 LOT N-2 COWIE HILL ROAD
 HALIFAX
 NOVA SCOTIA

REVISIONS

NO.	REVISION NAME	DATE
	ISSUED FOR AMENDMENT TO DA	MAY 2018

ALL CONSTRUCTION TO MEET
 ALL APPLICABLE CODES, BY-LAWS,
 STANDARDS, ETC.
 APPROXIMATE DIMENSIONS
 AND ROOF SLOPES

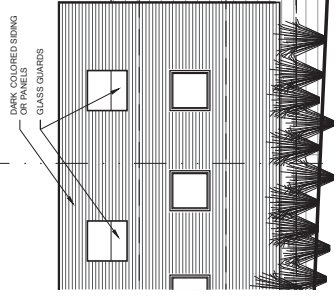
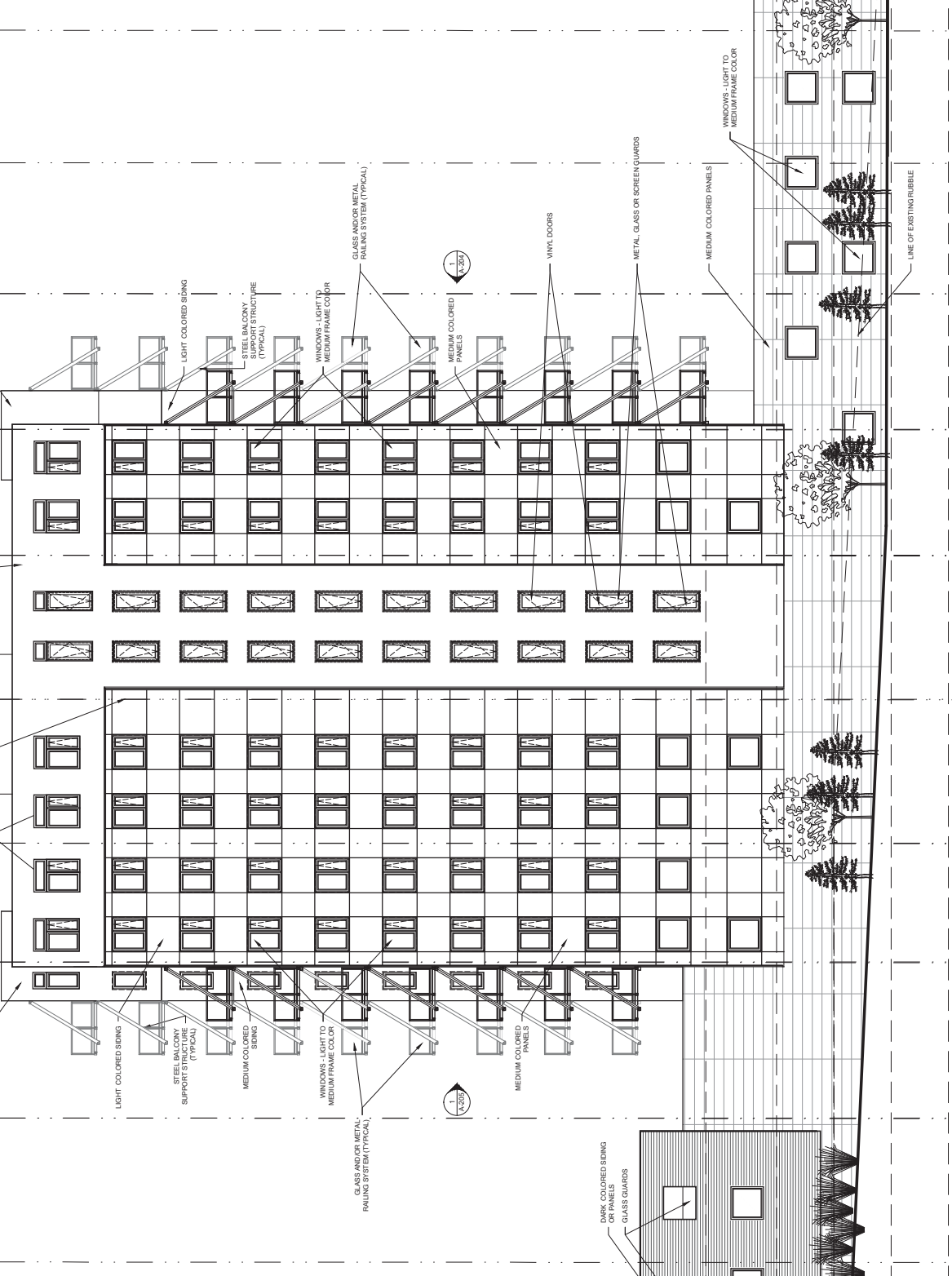
MNA MICHAEL
 APIER
 ARCHITECTURE INC
 www.mnaarch.ca + 902.455.5522

DRAWING
**SOUTHWEST ELEVATION
 BUILDING 'A'**
 SCALE
 NOT TO SCALE

DATE
 MAY 2018
 SCHEDULE
 D-1

10 9 8 7 6 5 4 3 2 1

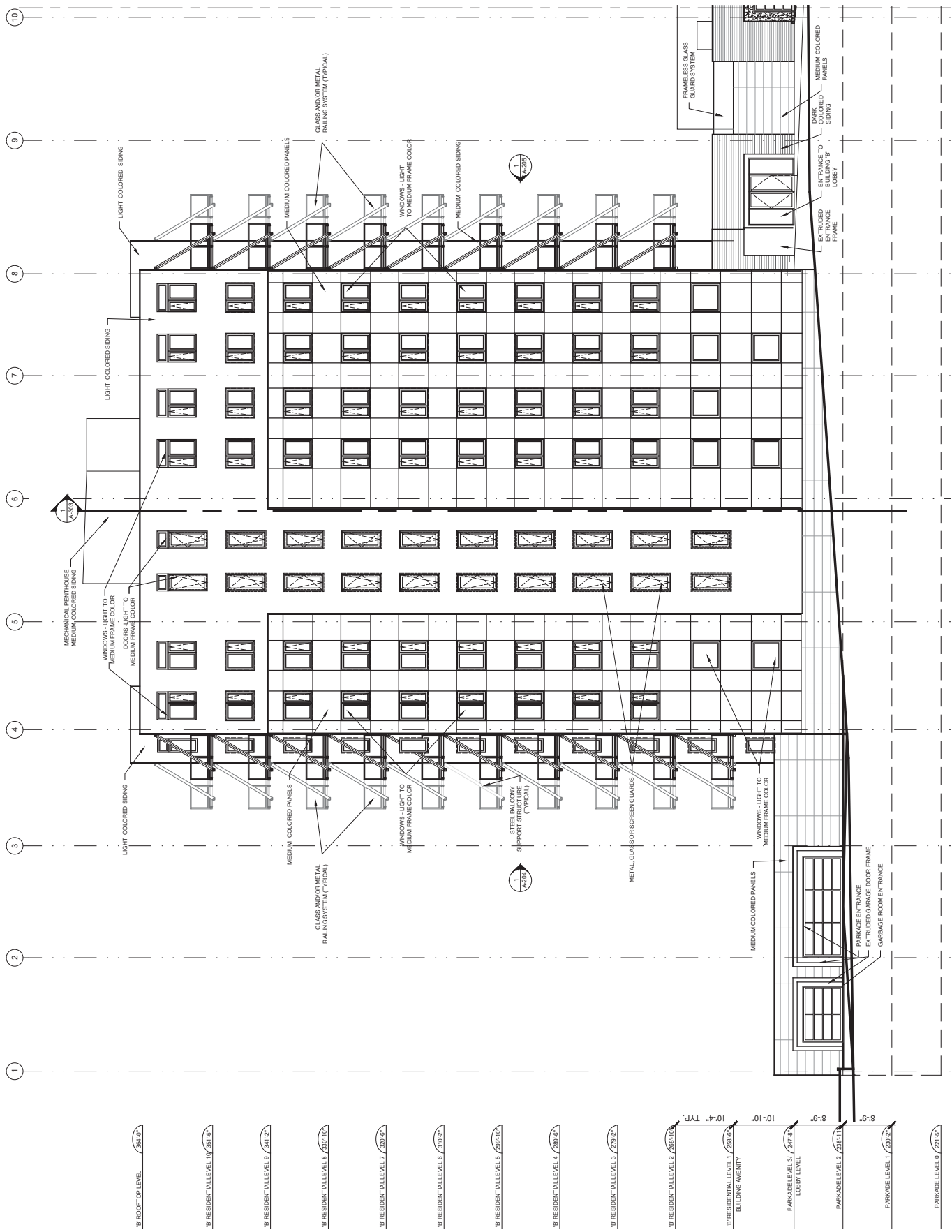
10'-0" TYP. RESIDENTIAL LEVEL 1 (298'-0")
 10'-0" TYP. RESIDENTIAL LEVEL 2 (288'-0")
 8'-9" PARKADE LEVEL 3 (287'-2")
 8'-9" LOBBY LEVEL (286'-11")
 8'-9" PARKADE LEVEL 1 (280'-2")
 8'-9" PARKADE LEVEL 2 (270'-2")



ADAGIO LOT N-2 COWIE HILL ROAD HALIFAX NOVA SCOTIA		REVISIONS NO. REVISION NAME ISSUED FOR AMENDMENT TO DA		DATE MAY 2018
		ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, BY-LAWS, STANDARDS, ETC. APPROXIMATE DIMENSIONS AND ROOF SLOPES		DATE MAY 2018
MICHAEL APIER ARCHITECTURE INC <small>www.miaarch.ca + 902-455-5522</small>		DRAWING SOUTHWEST ELEVATION BUILDING 'B' SCALE NOT TO SCALE		DATE MAY 2018 SCHEDULE D-2



ADAGIO LOT N-2 COWIE HILL ROAD HALIFAX NOVA SCOTIA	REVISIONS NO. REVISION NAME ISSUED FOR AMENDMENT TO DA		DATE MAY 2018	ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, BY-LAWS, STANDARDS, ETC. APPROXIMATE DIMENSIONS AND ROOF SLOPES	MICHAEL APIER ARCHITECTURE INC www.miaarch.ca + 902.455.5522	DRAWING NORTHWEST ELEVATION BUILDING 'A' SCALE NOT TO SCALE	DATE MAY 2018	SCHEDULE D-3



- 10' ROOF TOP LEVEL / 284'-0"
- 9' RESIDENTIAL LEVEL 10 / 351'-0"
- 9' RESIDENTIAL LEVEL 9 / 341'-2"
- 9' RESIDENTIAL LEVEL 8 / 330'-10"
- 9' RESIDENTIAL LEVEL 7 / 320'-0"
- 9' RESIDENTIAL LEVEL 6 / 310'-2"
- 9' RESIDENTIAL LEVEL 5 / 299'-10"
- 9' RESIDENTIAL LEVEL 4 / 289'-0"
- 9' RESIDENTIAL LEVEL 3 / 279'-2"
- 9' RESIDENTIAL LEVEL 2 / 268'-10"
- 10'-4" TYP. BUILDING AMENITY
- 10'-10" PARKADE LEVEL 3 / 247'-8"
- 8'-9" PARKADE LEVEL 2 / 238'-10"
- 8'-9" PARKADE LEVEL 1 / 228'-2"
- 8'-9" PARKADE LEVEL 0 / 217'-2"

ADAGIO
 LOT N-2 COWIE HILL ROAD
 HALIFAX
 NOVA SCOTIA

REVISIONS

NO.	REVISION NAME	DATE
1	ISSUED FOR AMENDMENT TO DA	MAY 2018

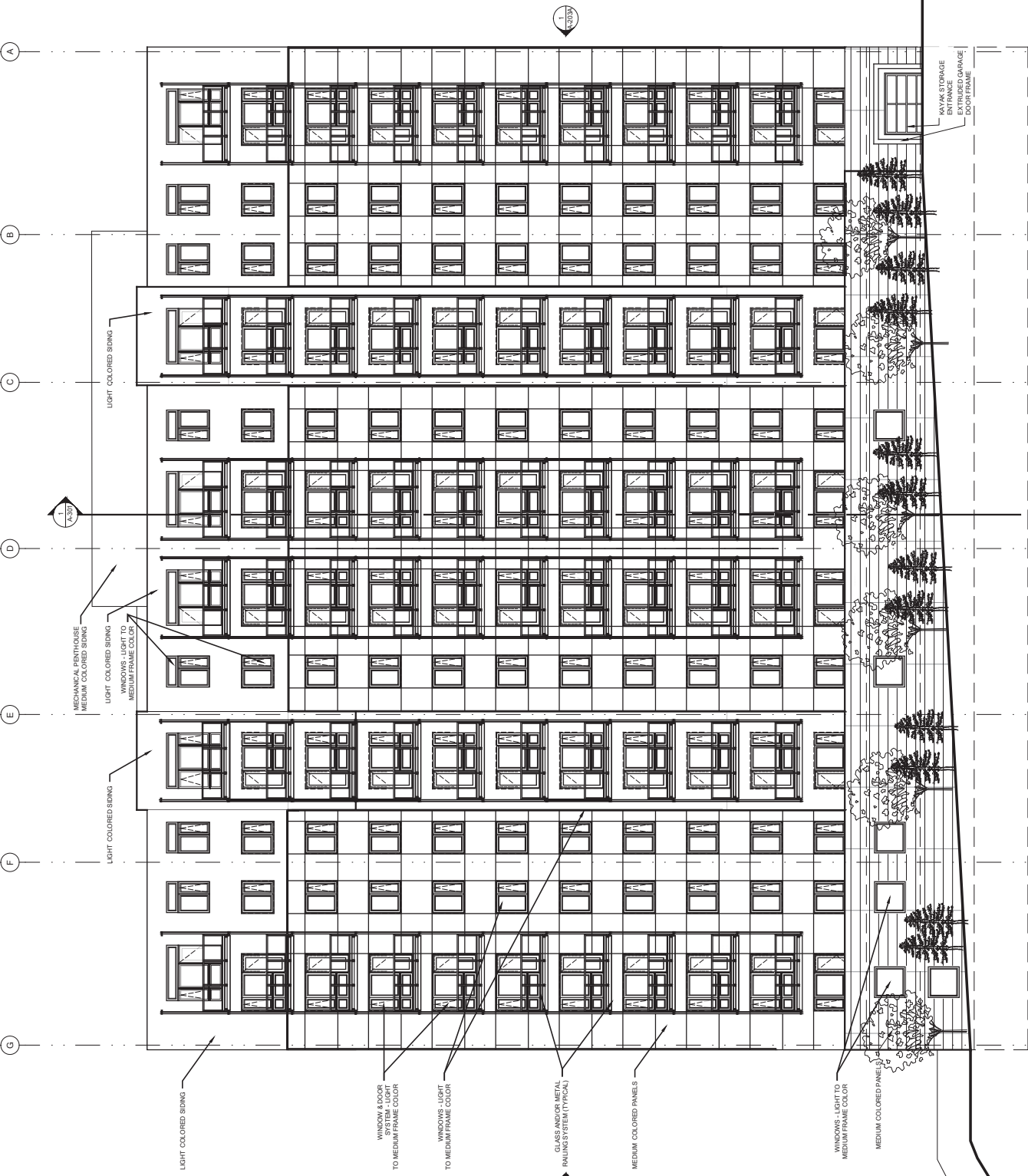
ALL CONSTRUCTION TO MEET
 ALL APPLICABLE CODES, BY-LAWS,
 STANDARDS, ETC.
 APPROXIMATE DIMENSIONS
 AND ROOF SLOPES

DATE: MAY 2018
 DRAWING: NORTH-EAST ELEVATION
 R1 III DING 'B'
 SCALE: NOT TO SCALE

MICHAEL APIER
 ARCHITECTURE INC
 www.miaarch.ca • 902.455.5522

DATE: MAY 2018
 DRAWING: NORTH-EAST ELEVATION
 R1 III DING 'B'
 SCALE: NOT TO SCALE

PROPERTY LINE



- 8' ROOF TOP LEVEL / 341.07'
- 8' RESIDENTIAL LEVEL 10 / 351.48'
- 8' RESIDENTIAL LEVEL 9 / 341.22'
- 8' RESIDENTIAL LEVEL 8 / 330.10'
- 8' RESIDENTIAL LEVEL 7 / 320.65'
- 8' RESIDENTIAL LEVEL 6 / 310.22'
- 8' RESIDENTIAL LEVEL 5 / 299.10'
- 8' RESIDENTIAL LEVEL 4 / 288.48'
- 8' RESIDENTIAL LEVEL 3 / 277.22'
- 8' RESIDENTIAL LEVEL 2 / 266.10'
- 10'-4" TYP. / 255.65'
- 8'-9" / 244.82'
- 8'-9" / 233.71'
- 8'-9" / 222.60'
- PARADE LEVEL 0 / 211.52'

ADAGIO
 LOT N-2 COWIE HILL ROAD
 HALIFAX
 NOVA SCOTIA

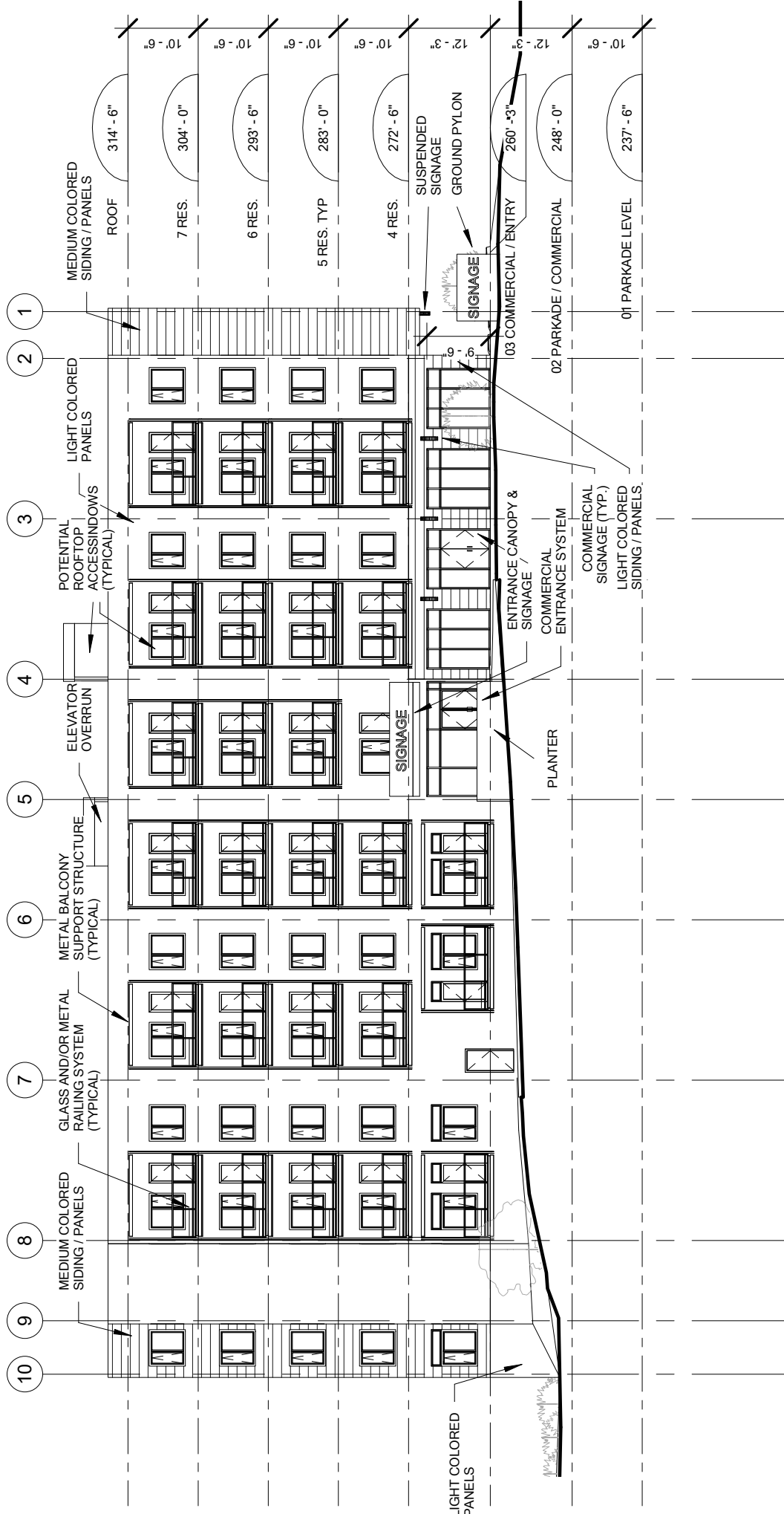
REVISIONS	
NO.	REVISION NAME
	ISSUED FOR AMENDMENT TO DA

ALL CONSTRUCTION TO MEET
 ALL APPLICABLE CODES, BY-LAWS,
 STANDARDS, ETC.
 APPROXIMATE DIMENSIONS
 AND ROOF SLOPES

**MICHAEL
 APIER**
ARCHITECTURE INC
 www.miaarch.ca + 902.455.5522

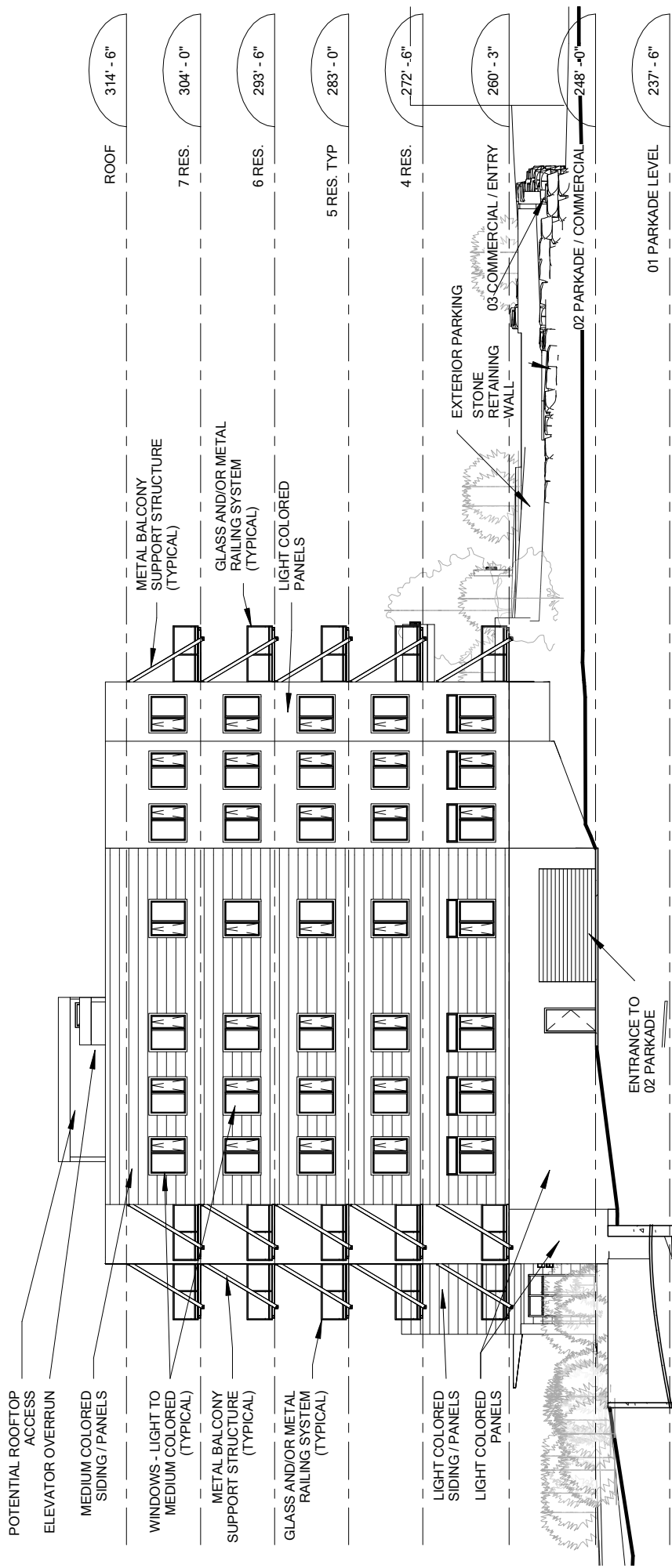
DRAWING
**SOUTHEAST ELEVATION
 BUILDING 'B'**
 SCALE
NOT TO SCALE

DATE
APRIL 2018
**SCHEDULE
 D-6**



LOT N3A COWIE HILL ROAD HALIFAX NS	ISSUED FOR: DEVELOPMENT AGREEMENT APPLICATION	DRAWING: NORTH ELEVATION	ISSUE DATE: 2018-06-05
	1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC. 2. DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED. 3. ALL DIMENSIONS AND CONDITIONS TO BE VERIFIED ON SITE. ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT AND AGREED UPON BEFORE PROCEEDING.	SCALE: 3/64" = 1'-0"	DRAWING NO.: SCHEDULE E-2





LOT N3A
 COWIE HILL ROAD
 HALIFAX NS

1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC.
 2. DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED.
 3. ALL DIMENSIONS AND CONDITIONS TO BE VERIFIED ON SITE. ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT AND AGREED UPON BEFORE PROCEEDING.



ISSUED FOR:
**DEVELOPMENT
 AGREEMENT
 APPLICATION**

DRAWING:
EAST ELEVATION
 SCALE: 3/64" = 1'-0"

ISSUE DATE:
 2018-06-05
 DRAWING NO.:
 SCHEDULE E-3



ISSUE DATE: 2018-06-05
 DRAWING NO.: SCHEDULE E-4

DRAWING: SOUTH ELEVATION
 SCALE: 3/64" = 1'-0"

ISSUED FOR: DEVELOPMENT AGREEMENT APPLICATION



1. ALL CONSTRUCTION TO MEET ALL APPLICABLE CODES, STANDARDS, BY-LAWS, ETC.
 2. DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED.
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LOT N3A
 COWIE HILL ROAD
 HALIFAX NS

LONG LAKE VILLAGE PARKING	SCHEDULE G-1
----------------------------------	---------------------

LOT N1	MINIMUM SPACES TO BE PROVIDED
PARKING SPACE TO RESIDENTIAL UNIT RATIO 1.1:1 (interior and/or exterior) MIN. COMMERCIAL SPACES 9	
* 2/3 of the parking spaces to be 9'x20'; up to 1/3 of the parking spaces to be 8'x16'	

LOT N2	MINIMUM SPACES TO BE PROVIDED
PARKING SPACE TO RESIDENTIAL UNIT RATIO 1.1:1 (interior and/or exterior) MIN. COMMERCIAL SPACES 9	
* 2/3 of the parking spaces to be 9'x20'; up to 1/3 of the parking spaces to be 8'x16'	

LOT N3-A	MINIMUM SPACES TO BE PROVIDED
PARKING SPACE TO RESIDENTIAL UNIT RATIO 1:1 (interior and/or exterior) MIN. COMMERCIAL SPACES 16	
* 40 of the interior parking spaces to be 8'x16'; the remainder of the interior spaces to be 9'x20'; exterior parking spaces to be 9'x20' with the exception of those along north property line which are to be 9'x17' to provide extra buffer to neighbour	