



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

Item No. 10.1.1
Harbour East-Marine Drive Community Council
October 4, 2018 Notice of Motion
November 1, 2018 Public Hearing

TO: Chair and Members of Harbour East-Marine Drive Community Council

SUBMITTED BY: Original Signed

For Iona Stoddard, Chair, Heritage Advisory Committee

DATE: September 26, 2018

SUBJECT: **Case 21524: Application for a Development Agreement, 33-35 Pleasant Street, Dartmouth**

ORIGIN

Motion from the September 26, 2018 meeting of the Heritage Advisory Committee, Item 9.4.

LEGISLATIVE AUTHORITY

HRM By-law No. H-200 - Heritage Property By-law

4. The [Heritage Advisory] Committee shall, within the time limits prescribed by Council or the [Heritage Property] Act, advise the Region respecting:

.....

(h) applications for heritage agreement, development agreements or amendments to a Land Use Bylaw which may affect a registered heritage property or amendments to a Municipal Planning Strategy affecting heritage policies; financial incentives to heritage properties;

.....

RECOMMENDATION

Recommendation that Harbour East-Marine Drive Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A of the staff report dated September 14, 2018, to legalize an existing sixth dwelling unit at 33-35 Pleasant Street and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of the staff report dated September 14, 2018; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

The Heritage Advisory Committee received a staff report dated September 14, 2018 and a staff presentation at their meeting on September 26, 2018 pertaining to Case 21524: Application for a Development Agreement, 33-35 Pleasant Street, Dartmouth.

For further information, please refer to the September 14, 2018 staff report (Attachment 1).

DISCUSSION

The Heritage Advisory Committee considered the September 14, 2018 staff report at their September 26, 2018 meeting, and approved a motion to forward the recommendation to Harbour East-Marine Drive Community Council as outlined in the staff report.

Refer to the September 14, 2018 staff report (Attachment 1) for further discussion on Case 21524: Application for a Development Agreement, 33-35 Pleasant Street, Dartmouth.

FINANCIAL IMPLICATIONS

Refer to the September 14, 2018 staff report (Attachment 1) for information on financial implications associated with this report.

RISK CONSIDERATION

None identified.

COMMUNITY ENGAGEMENT

Heritage Advisory Committee meetings are open to public attendance. The agenda, reports, and minutes of the Committee are posted online at Halifax.ca.

Refer to the September 14, 2018 staff report (Attachment 1) for further information on community engagement specific to this case.

ENVIRONMENTAL IMPLICATIONS

None identified.

ALTERNATIVES

The Committee did not provide alternatives. Refer to the September 14, 2018 staff report (Attachment 1) for further information on alternatives.

ATTACHMENTS

Attachment 1 – Staff report dated September 14, 2018.

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.php> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: David Perusse, Legislative Assistant, Office of the Municipal Clerk 902-490-6732



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

Item No. 9.4
Heritage Advisory Committee
September 26, 2018

TO: Chair and Members of the Heritage Advisory Committee

-Original Signed-

SUBMITTED BY:

Kelly Denty, Director of Planning and Development

DATE: September 14, 2018

SUBJECT: **Case 21524: Application for a Development Agreement, 33-35 Pleasant Street, Dartmouth**

ORIGIN

An application by Jason Fox for a development agreement at 33-35 Pleasant Street, Dartmouth to legalize an existing sixth dwelling unit in a multi unit residential building.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that the Heritage Advisory Committee recommend that Harbour East-Marine Drive Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to legalize an existing sixth dwelling unit at 33-35 Pleasant Street and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Jason Fox on behalf of the property owners, Deborah Dobbin and Jason Van Meer, has applied to enter into a development agreement for 33-35 Pleasant Street in order to legalize an existing sixth dwelling unit in a multi unit residential building that is a municipally registered heritage property. No changes to the building or property beyond the allowable number of dwelling units are proposed.

This application is being considered under Policy H-10 of the Secondary Planning Strategy for Downtown Dartmouth which allows an increase in development rights for registered heritage properties in order to encourage the reuse, restoration and retention of those properties.

Subject Site	33-35 Pleasant Street
Location	North side of Pleasant Street, west of Portland Street, Downtown Dartmouth
Regional Plan Designation	Urban Settlement
Community Plan Designation (Map 1)	Downtown Neighbourhood
Zoning (Map 2)	Downtown Neighbourhood (DN)
Size of Site	720 square metres (7,750 square feet)
Street Frontage	18.7 metres (61 feet)
Current Land Use(s)	6 unit residential building
Surrounding Use(s)	Low density residential, elementary school

Proposal Details

The applicant is requesting to recognize the subject property's current use as a six unit residential building. The major aspects of the proposal are as follows:

- A sixth unit was established in the building sometime after 1990 and in 2016 it was determined that only five of the existing units were permitted under the Land Use By-law;
- No physical changes to the heritage building and property are proposed.

Heritage

The subject property is listed on the Registry of Heritage Property for the Halifax Regional Municipality and as such is protected under the *Nova Scotia Heritage Property Act*. No alterations to the building or property are proposed. The proposed change of use to legalize the sixth dwelling unit would make the continued maintenance and conservation of the heritage building more viable.

Enabling Policy and LUB Context

This proposal is being considered under Policy H-10 of the Secondary Planning Strategy for Downtown Dartmouth. This policy allows owners of registered heritage properties to apply for a development agreement to permit a use not allowed by the underlying zone. In this case, a six unit residential dwelling is not permitted under the existing zoning.

The subject property is designated Downtown Neighbourhood in the Secondary Planning Strategy for Downtown Dartmouth. This designation encourages traditional lot and housing patterns to preserve the character of residential neighbourhoods that surround the downtown. It encourages primarily low density residential development but provides opportunities for medium density development and conversions.

The property is currently zoned Downtown Neighbourhood (DN) by the Downtown Dartmouth Land Use By-law which permits single detached dwellings, two unit dwellings, converted dwellings, bed and breakfasts (in conjunction with single unit dwellings), home businesses, parks and playgrounds and accessory uses. The property also has an approved non-conforming use as a five unit residential building. The existing sixth unit is not permitted under the Land Use By-law.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site and letters mailed to property owners within the notification area. Only one comment was received from a member of the public expressing concern about a lack of tenant parking on the property. The proposed development agreement requires that six parking spaces be provided for residents on the property.

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

The proposal is unlikely to have any impact on neighbouring property owners, as it proposes the continuation of an existing use.

DISCUSSION

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

Proposed Development Agreement

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

- The proposed use of the property;
- Requirements for landscaping and parking; and
- Requirements for the maintenance of the heritage character of the property.

The proposed development agreement also identifies amendments that would be considered non-substantive and may be amended by resolution of Council. In this case, non-substantive amendments are limited to extending the date of commencement and the time for completion.

The attached development agreement will permit the legalization of the existing sixth dwelling unit, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Land Use Impacts

The Secondary Planning Strategy for Downtown Dartmouth identifies that the preservation and enhancement of heritage properties plays an important role in defining the character and identity of the area. In order to support this, Policy H-10 allows for the consideration of land uses which are not permitted by the underlying zone for municipally registered heritage properties in order to encourage their retention, subject to certain criteria. The legalization of the existing sixth dwelling unit is being requested in order to support the continued viability and maintenance of the heritage building. As outlined in Attachment B, the proposed land use is consistent with the criteria outlined in Policy H-10 as there are no changes proposed that could negatively impact the property's heritage character or the surrounding neighbourhood. The dwelling units are an appropriate size and the property owners will be required to obtain an Occupancy Permit from HRM to ensure that the building meets all applicable building code standards.

Heritage Impacts

The heritage building on the subject property was constructed in 1919 and was purpose built as a multi-unit dwelling. No exterior alterations to the building or property are required to support the continued existence of the sixth unit, and no alterations are proposed. As a result, the proposal will not negatively impact the heritage character of the property or the surrounding neighbourhood.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that it is reasonably consistent with the intent of the MPS. The main intent of Policy H-10 is to encourage the retention and restoration of heritage properties though increased development rights. In this case, the requested legalization of an existing sixth dwelling unit will not require any alterations to the heritage building or property and will have no impact on the heritage character of the property or surrounding area. Therefore, staff recommend that the Heritage Advisory Committee recommend that Harbour East-Marine Drive Community Council approve the proposed development agreement as found in Attachment A.

FINANCIAL IMPLICATIONS

The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The HRM costs associated with the processing of this planning application can be accommodated within the approved 2018-19 operating budget under Cost Centre C002 for the Urban Design Program.

RISK CONSIDERATION

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

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

1. The Heritage Advisory Committee may recommend that the Harbour East-Marine Drive Community Council approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the NS Utility and Review Board as per section 262 of the HRM Charter.
2. The Heritage Advisory Committee may recommend that the Harbour East-Marine Drive Community Council refuse the proposed development agreement and in doing so, they must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposal development agreement is appealable to the NS Utility and Review Board as per section 262 of the HRM Charter.

ATTACHMENTS

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

Attachment A: Proposed Development Agreement
Attachment B: Review of Relevant MPS Policies

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: Kathleen Fralic, Planner II, 902.490.4904

-Original Signed-

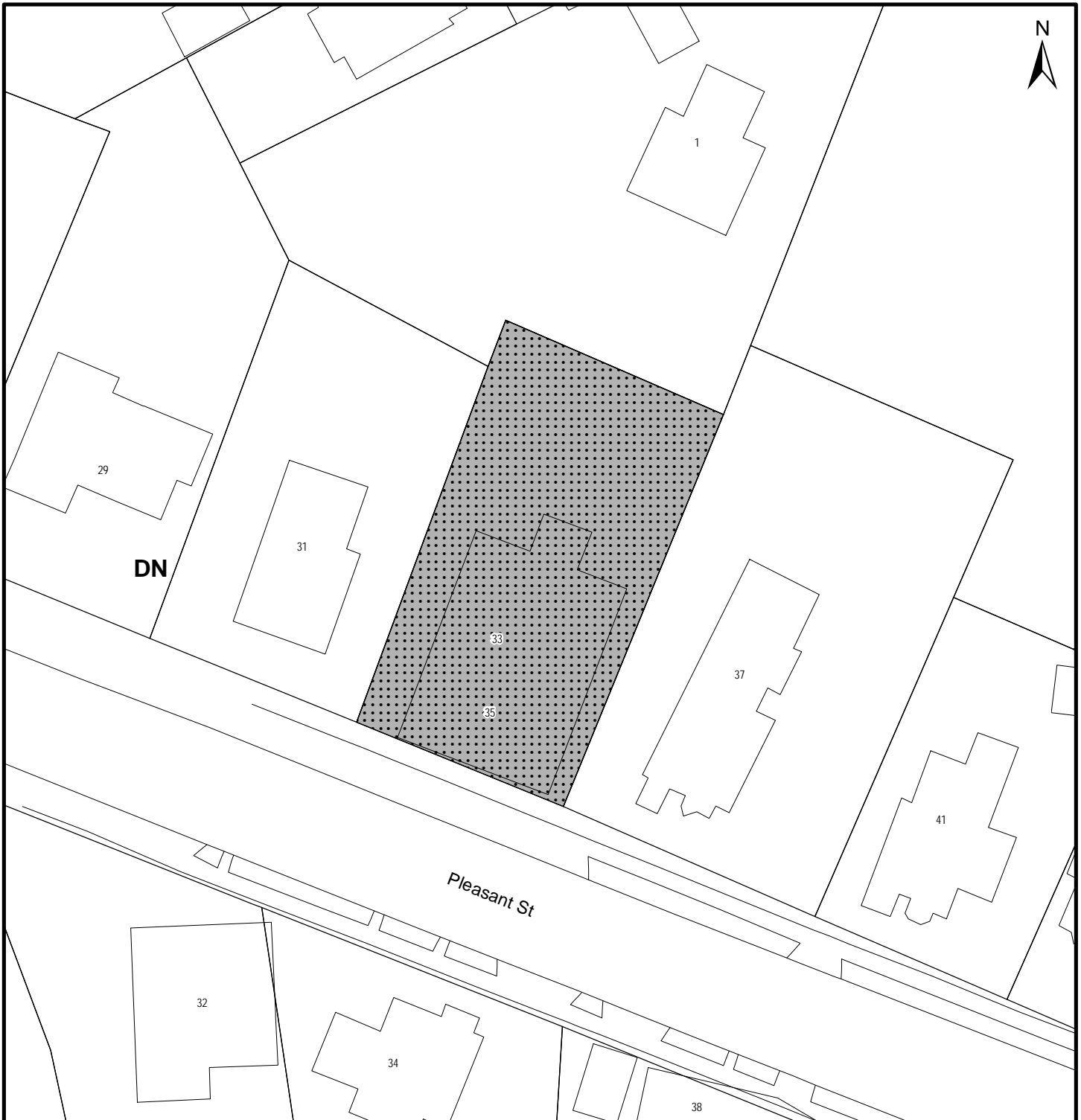
Report Approved by:

Kurt Pyle, Acting Manager, Heritage Property Program, 902.490.6011

-Original Signed-


Report Approved by:

Eric Lucic, Manager Regional Planning, 902.430.3954



**Map 1 - Generalized Future Land Use
33-35 Pleasant Street**

HALIFAX

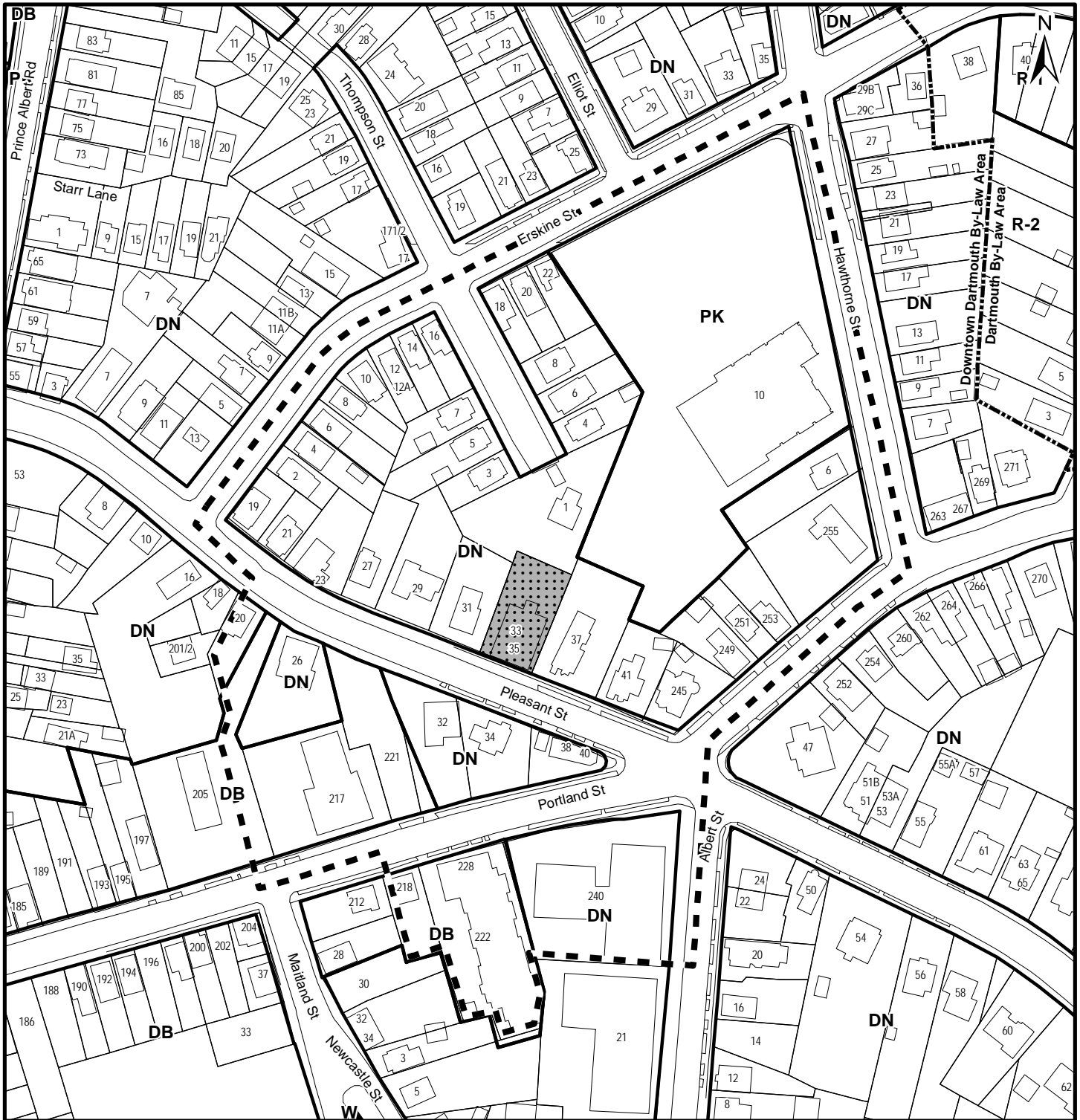
 Subject Site

Designations
DN Downtown Neighbourhood

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.

Downtown Dartmouth
Plan Area



Map 2 - Zoning & Notification
33-35 Pleasant Street



-  Subject Site
-  Area of notification

Zone - Downtown Dartmouth By-Law Area

- DN Downtown Neighbourhood
- DB Downtown Business District
- PK Park and Open Space

Zone - Dartmouth By-Law Area

- R-1 Single Family Residential
- R-2 Two Family Residential



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.

Downtown Dartmouth
 Land Use By-Law Area

THIS AGREEMENT made this ___ day of _____, 20___,

BETWEEN:

Insert Individual's name

an individual, in the Halifax Regional Municipality, 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 33-35 Pleasant Street, Dartmouth and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Lands have been registered as a municipal heritage property pursuant to the provisions of the Municipality's Heritage Property By-law (By-law H-200) as amended from time to time;

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for six units to be established within the existing building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy H-10 of the Secondary Planning Strategy for Downtown Dartmouth;

AND WHEREAS the Harbour East - Marine Drive Community Council for the Municipality approved this request at a meeting held on **Insert - Date**, referenced as Municipal Case Number 21524;

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 Agreement.

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

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

1.2.2 Variances to the requirements of the Land Use By-law for Downtown Dartmouth shall be permitted in accordance with the *Halifax Regional Municipality Charter* as shown on Schedule B.

1.3 Applicability of Other By-laws, Statutes and Regulations

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

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

2.1 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 21524:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Parking Plan
Schedule D	Building Elevations

2.2 Requirements Prior to Approval

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.

2.3 General Description of Land Use

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

- (a) A multiple unit dwelling with a maximum of 6 units within the existing building; or
- (b) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Downtown Dartmouth as amended from time to time.

2.3.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Land Use Bylaw for Downtown Dartmouth as amended from time to time.

2.4 Heritage

Rights to Alter

2.4.1 The Developer agrees not to alter the exterior appearance of or demolish the existing building, as provided for under Sections 16, 17 and 18 of the *Heritage Property Act*, in the event that an application for a building alteration or demolition is denied by the Municipality.

Character Defining Elements

2.4.2 Character defining elements of the Queen Anne Revival style of architecture of the building include, but are not limited to, three storey height, rectangular form, large bay windows mirrored on both sides of the façade, protruding cornice line, slender frieze, flat roof, central porch and balconies extending to the roof line, small rear addition, shingled circular crown moulding, one-over-one single hung windows, even fenestration pattern, two doors flanking a central window on

the first storey, two windows flanking a central door on the second and third storeys, stone and brick foundation, flared shingles along watertable above the first storey and "Victoria" lettering on the frieze board above the balcony on the third storey. All character defining elements shall be maintained and repaired, but not removed.

Non Substantial Alterations

2.4.3 Any non-substantial alteration to the exterior appearance of the building in accordance with the requirements of the *Heritage Property Act* and By-law H-200, shall be submitted to the Development Officer for review and approval in consultation with the Heritage Planner.

Maintenance

2.4.4 All substantial maintenance and repair of the heritage building shall be conducted with the approval of the Heritage Planner, and in accordance with the *Standards and Guidelines for the Conservation of Historic Places in Canada, 2nd ed.*

2.4.5 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of buildings, fencing, walkways, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/sanding of walkways and driveways.

2.5 Parking, Circulation and Access

2.5.1 The parking area shall be sited as shown on Schedule C. The parking area shall maintain setbacks from the property lines as shown on the plan.

2.5.2 The parking area shall provide a minimum of six (6) parking spaces.

2.5.3 The parking area shall be hard surfaced or gravelled.

2.5.4 The limits of the parking area shall be defined by fencing or landscaping or curb.

2.6 Outdoor Lighting

All exterior lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and neighbouring buildings.

2.7 Landscaping

All portions of the property not included in the building footprint, patios, parking areas, walkways or driveway, as shown on Schedule C, shall be grassed or otherwise landscaped.

2.8 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 building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

PART 3: STREETS AND MUNICIPAL SERVICES

3.1 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 Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

3.2 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.

PART 4: AMENDMENTS

4.1 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 5.3 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 5.4 of the Agreement.

4.2 Substantive Amendments

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

PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

5.1 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.

5.2 Subsequent Owners

- 5.2.1 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.
- 5.2.2 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).

5.3 Commencement of Development

- 5.3.1 In the event that development on the Lands has not commenced within **one (1)** year 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.
- 5.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Building Permit for the new building.
- 5.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 4.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

5.4 Completion of Development and Discharge

If the Developer fails to complete the development, or phases of this development, after **three (3)** years from the date of registration of this Agreement at the 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;
- (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 and Land Use By-law for Downtown Dartmouth, as may be amended from time to time.

PART 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

6.1 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 hours of receiving such a request.

6.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer **sixty (60)** days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;

- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, 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.

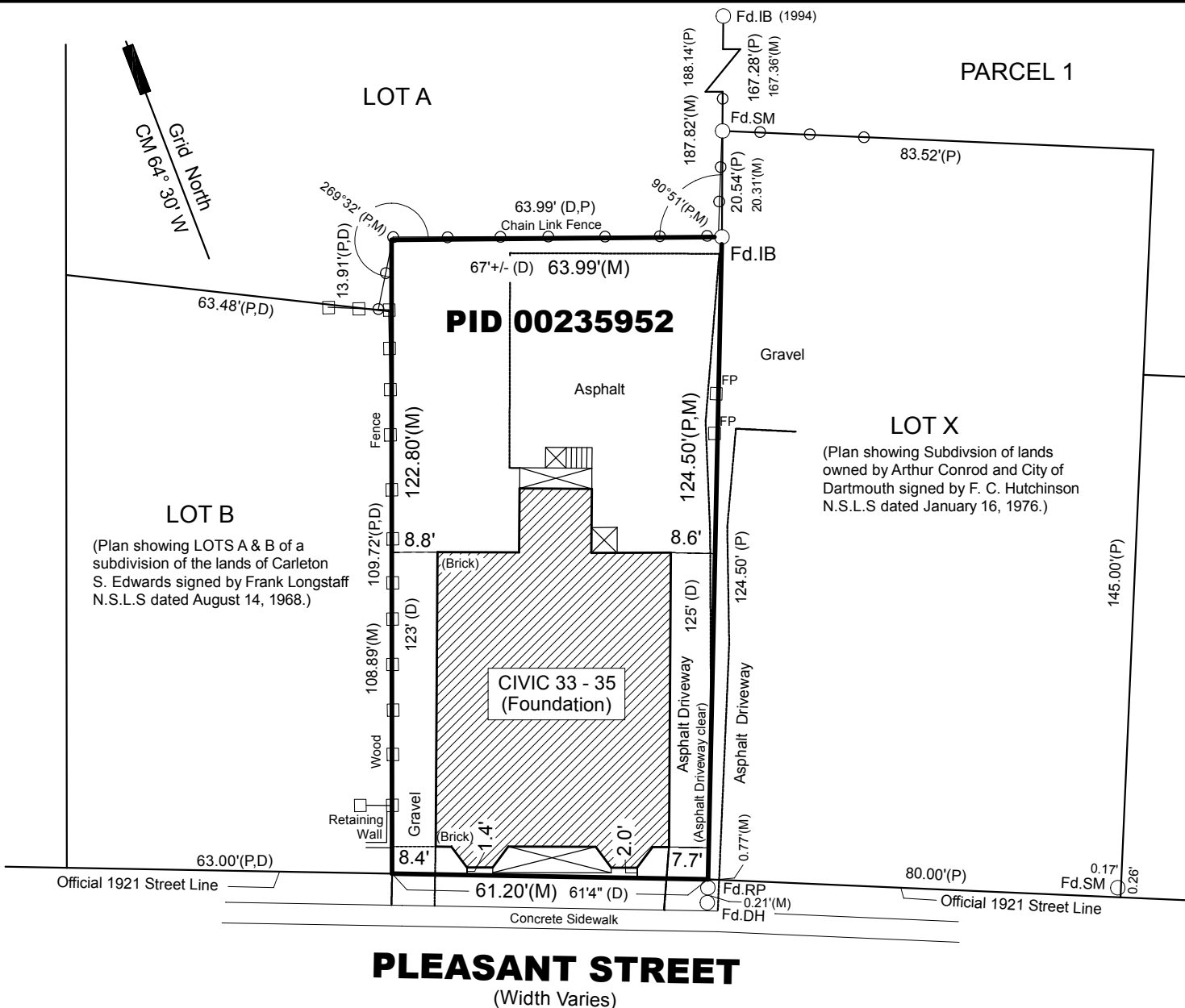
A Commissioner of the Supreme Court
of Nova Scotia

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 Cathy Mellett, 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

SURVEYORS LOCATION CERTIFICATE



NOTE: 1. Clearances shown are perpendicular to the boundary and are to the closest corners of the structure.
 2. Clearances are defined to a tolerance of 0.3 Feet. Scale 1 in. = 30 ft. Date of field survey April 16, 2018

CERTIFIED TO: [REDACTED]

RE: PID [REDACTED]
 [REDACTED]
 DARTMOUTH, HALIFAX REGIONAL MUNICIPALITY, NS

I, [REDACTED], Nova Scotia Land Surveyor, hereby certify that this Surveyors Location Certificate was prepared under my supervision and in accordance with Land Surveyors Act, Regulations and Standards made there under.

[REDACTED]

[REDACTED] cated entirely within the boundaries of the subject lands as said boundaries are defined by Registered Document No.93540822 (June 09, 2009)

1. All easements documented in the current title document(s) are reflected hereon.
2. Cultural features shown hereon are located to plotting accuracy unless specifically dimensioned.

NO FURTHER CERTIFICATION OR ASSURANCE IS IMPLIED OR TO BE INFERRED FROM THIS DOCUMENT. THIS SURVEYOR'S LOCATION CERTIFICATE SHALL NOT BE USED FOR BOUNDARY DEFINITION OR AS A REFERENCE DOCUMENT FOR THE PREPARATION OF LEGAL DESCRIPTIONS.

- LEGEND:
- Survey MarkerSM
 - Iron BarIB
 - Deed,Plan,Measured ...D,P,M
 - FoundFd.
 - Rock Plug RP
 - Year of Evidence (1994)
 - Fence Post FP
 - Chain Link Fence ⊗
 - Wood Fence □—□

April 19, 2018
 DATE

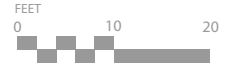
SLC# 66537

PARKING PLAN

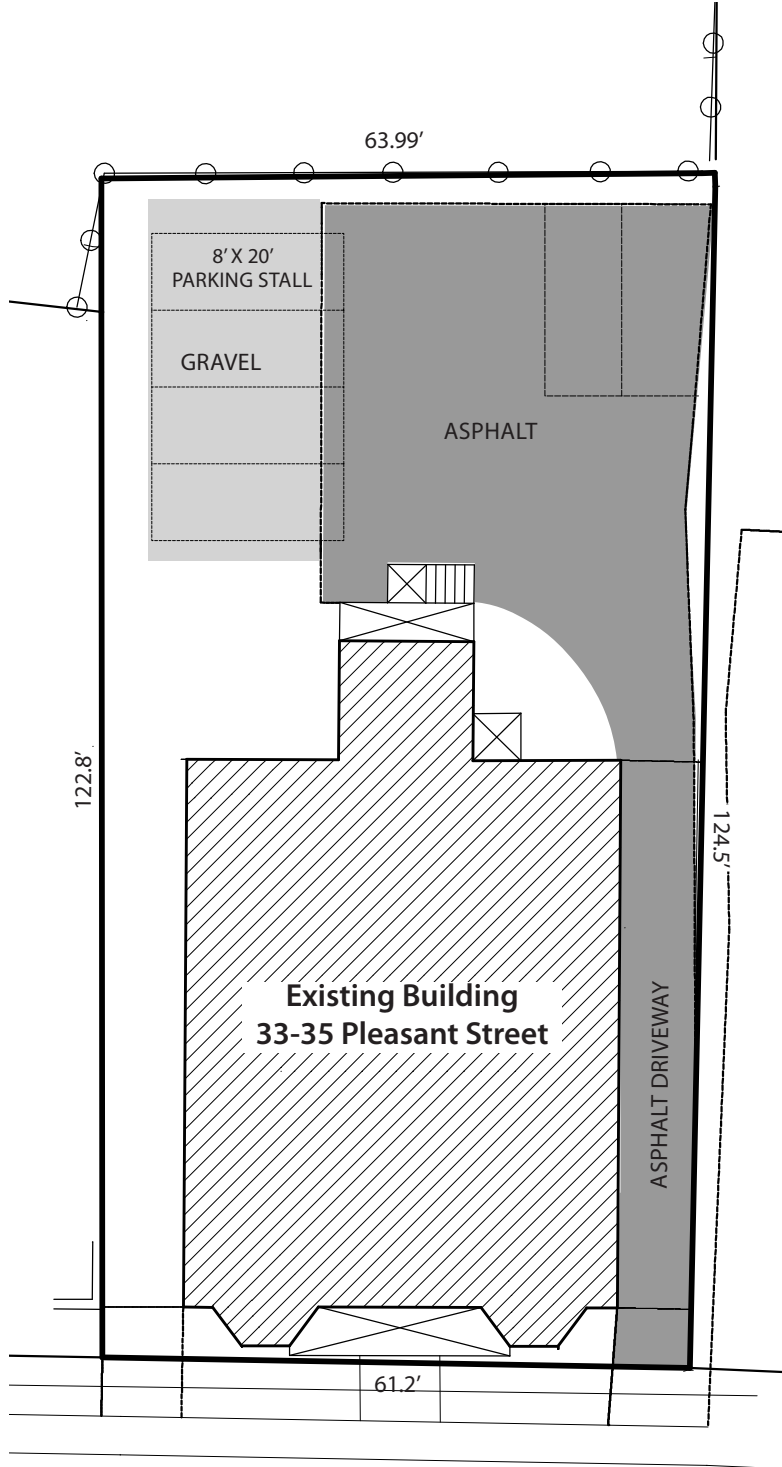
33-35 Pleasant Street
Dartmouth, NS



Plan Based on Location Certificate Prepared by [REDACTED], dated April 19, 2018



SCALE 1 inch = 20 feet



PLEASANT STREET

SCHEDULE D

ELEVATION DRAWINGS

[REDACTED]
Dartmouth, NS

[REDACTED]
November 9, 2017

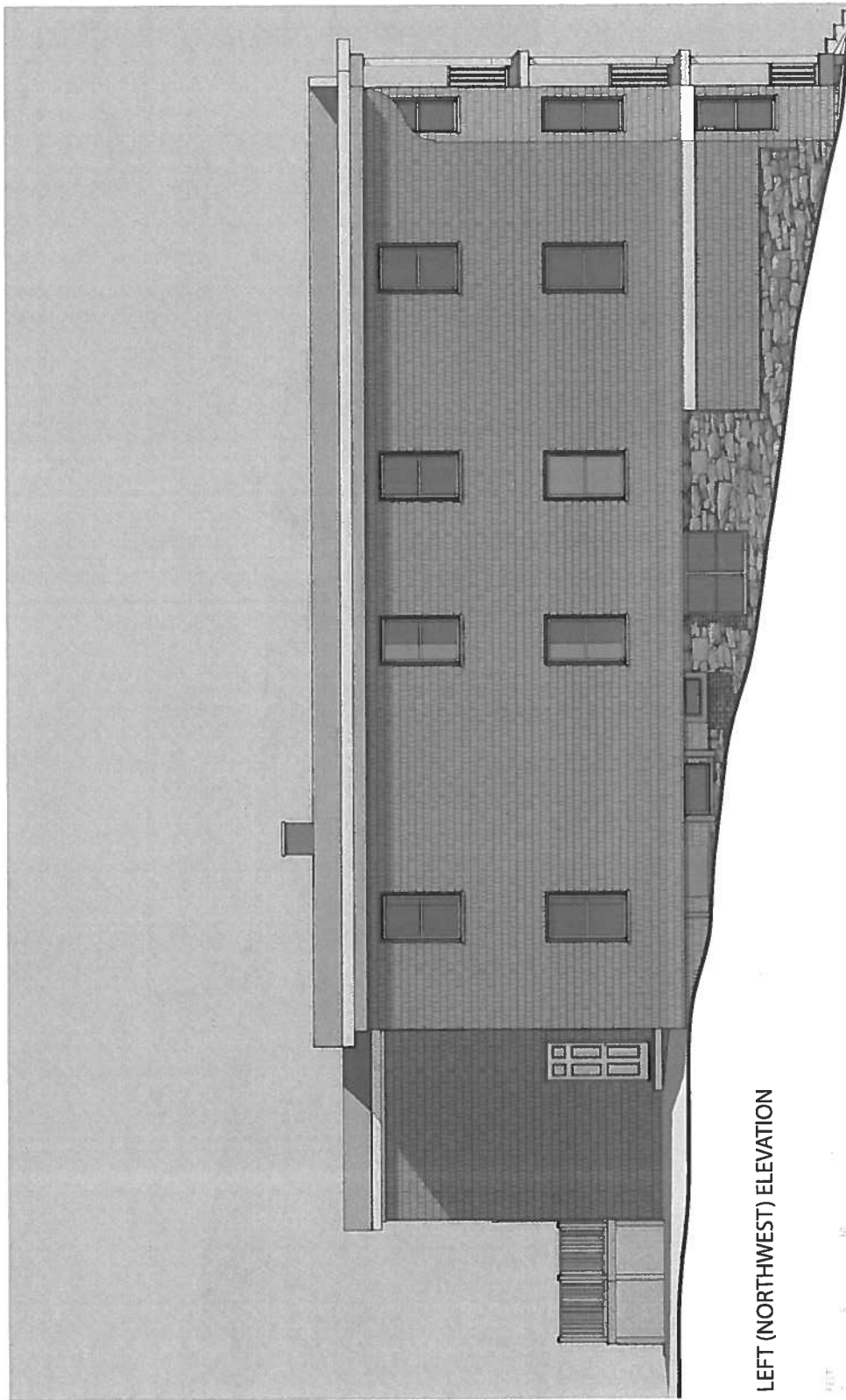


FRONT ELEVATION



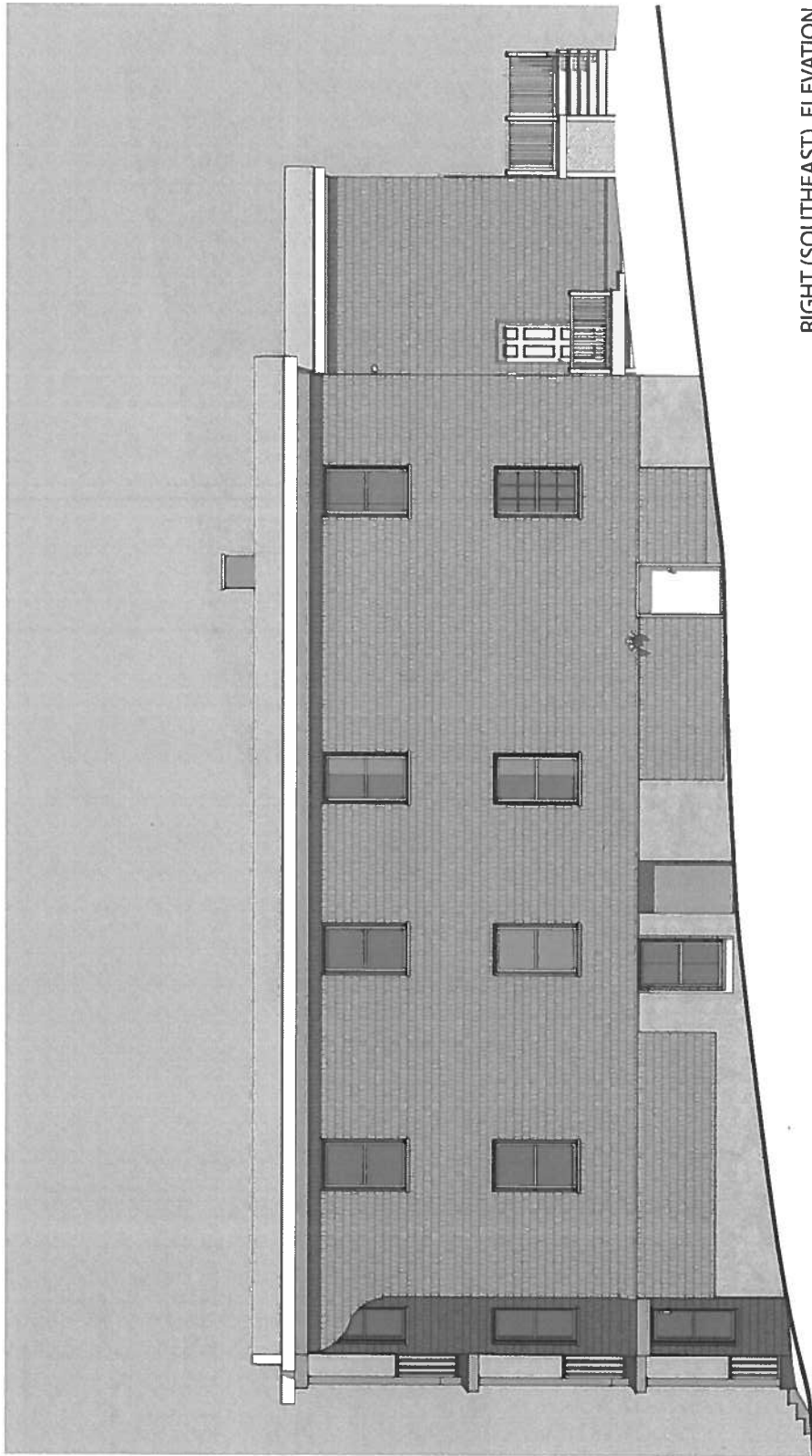
REAR ELEVATION





LEFT (NORTHWEST) ELEVATION





RIGHT (SOUTHEAST) ELEVATION



**Attachment B
Review of Relevant MPS Policies**

REGIONAL MUNICIPAL PLANNING STRATEGY

CHAPTER 7: CULTURAL AND HERITAGE RESOURCES	
7.3 Protection of Heritage Resources	
Policy	Staff Comment
<p>CH-5 <i>HRM shall consider the retention, preservation, rehabilitation and restoration of those buildings, public building interiors, streetscapes, cultural landscapes, areas and districts of historic, architectural or cultural value in both urban and rural areas and encourage their continued use.</i></p>	<p>The existing registered heritage building on the property will be maintained in its current location and no changes to its use or appearance are proposed.</p>

SECONDARY PLANNING STRATEGY FOR DOWNTOWN DARTMOUTH

Chapter 4: Policies	
Policy	Staff Comment
<p>Policy N-1 <i>This plan establishes a “Downtown Neighbourhood Designation” to recognize and protect the character of residential neighbourhoods surrounding the downtown business district. Within the designation, a Downtown Neighbourhood Zone will control future development to ensure it is consistent with the traditional lot and housing patterns in the neighbourhoods. Lower density housing types such as one and two unit dwellings, small scale townhousing, and limited conversion of existing dwellings will be encouraged throughout the neighbourhoods. Proposals for medium density townhousing and low rise apartments that are not enabled by the zoning may be considered on designated “residential opportunity sites” in accordance with Policy N-5.</i></p>	<p>The subject property is located in an established residential neighbourhood featuring a number of registered heritage properties. The applicant is proposing to maintain the existing heritage building on the property in its current form and density. No alterations are proposed for the building or the property. The proposed medium density low rise apartment use may be considered under Policy H-10.</p>
<p>Policy N-3 <i>This plan shall foster the renovation of existing housing stock and improvements to the condition of properties within the neighbourhoods to enhance neighbourhood stability and image. The following means</i></p>	<p>The applicants are requesting to legalize the existing use of the structure as a six unit apartment building through Policy H-10 in order to support the continued viability of the registered heritage property. The property owners will be required to obtain an Occupancy Permit from HRM in order to</p>

<p><i>should be used to achieve the intent of this policy:</i></p> <p><i>a) vigorous enforcement of HRM's land use and other by-laws, including the Noise and Minimum Standards By-laws. Where needed, such by-laws shall be revised or strengthened to ensure residents reasonable enjoyment of their properties.</i></p> <p><i>b) incentives to upgrade older housing, in particular registered heritage properties (refer to expanded provisions for heritage properties in Policy H-11).</i></p> <p><i>c) Partnerships with the private sector and senior levels of government and to encourage the development of HRM owned parcels for residential purposes and to explore other creative incentives aimed at fostering residential investment and renovation.</i></p>	<p>ensure that the building meets the requirements of all applicable by-laws. The property will continue to be eligible to apply for funding to support exterior conservation work through the Heritage Incentives Program.</p>
<p>Policy H-1 <i>The Municipality shall seek the retention, preservation, rehabilitation and restoration of those areas, sites, streetscapes, structures, and conditions such as views which impart a sense of the community's heritage, particularly those which are relevant to important occasions, eras, or personages, which are architecturally significant, or are of a significant age. Where appropriate, in order to assure the continuing viability of such areas, sites, streetscapes, structures and/or conditions, suitable re-uses shall be encouraged.</i></p>	<p>The heritage building on the subject property was constructed in 1919 and is a rare example of a purpose built multi-unit dwelling in a Victorian style. No alterations to the building or property are proposed as a result of the legalization of the existing sixth unit. The heritage value of the property will be maintained and it will continue to contribute to the heritage character of the surrounding neighbourhood.</p>
<p>Policy H-10 <i>Council should encourage the reuse, restoration and retention of registered heritage properties within the downtown. One means through which this will be encouraged is by allowing for an increase in development rights for registered heritage properties, where it can be demonstrated that the current use is an impediment to its reuse. Internal conversions of registered heritage properties to accommodate uses not otherwise</i></p>	<p>Regional Council approved the inclusion of the subject property in the Registry of Heritage Property for the Halifax Regional Municipality in September, 2017.</p> <p>It is estimated that the property began functioning as a six unit apartment building sometime after 1990. It was discovered in 2016 that only five of the existing units were considered legal. The proposed change in use to legalize the existing sixth dwelling unit</p>

permitted may be considered through the development agreement process. In considering any requests, the following criteria shall be addressed:

a) the present use is an impediment to the building's retention;

b) that the building is suitability for conversion, in terms of building size, the size of proposed individual residential units, and/or the nature of the proposed use;

c) that adequate measures are proposed to ensure the continued protection of the building as a registered heritage property, and that renovations and additions to the building are consistent with the intent of HRM's "Heritage Building Conservation Standards" as updated from time to time;

d) that no additions of greater than ten percent (10%) of the footprint area of the building are proposed; and that all additions including wheelchair ramps, fire escapes and emergency exits are designed to be as compatible as possible with the exterior of the building;

e) that adequate measures are proposed to minimize impacts on abutting properties and the streetscape as a whole as a result of traffic generation, noise, hours of operation, parking requirements and such other land use impacts as may be generated as part of a development;

f) that the placement and design of parking areas, lighting and signs, and landscaping is in keeping with the heritage character of the building;

g) where applicable, the proposal should include an assessment and strategy to protect significant on-site archeological resources which may be impacted by the proposed development.

would make the operation and maintenance of the building more viable for the property owners.

The requested six units are currently established within the building and the existing building and dwelling units are suitably sized.

The subject property will continue to be registered as a municipal heritage property and the property's rights under Section 18 of the Heritage Property Act will be waived in order to ensure that it is not altered or demolished without approval from Regional Council.

No changes to the building or property are required in order to accommodate the proposed use. As a result, no impacts on the surrounding neighbourhood or any archeological resources are anticipated.