



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

Item No. 13.1.1
Halifax and West Community Council
November 14, 2018

TO: Chair and Members of Halifax and West Community Council

-Original Signed-

SUBMITTED BY:

Kelly Denty, Director, Planning and Development

-Original Signed-

Jacques Dubé, Chief Administrative Officer

DATE: September 25, 2018

SUBJECT: **Case 21446: Twelfth Amendment to Brunello Estates Development Agreement, Timberlea**

ORIGIN

Application by Canadian International Capital Inc.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Approve, by resolution, the proposed twelfth amending development agreement, which shall be substantially of the same form as set out in Attachment A of this report, for the development of alternative housing sites on Blocks 1, 2, and 3 of Brunello Estates; and
2. Require the twelfth amending development agreement be signed by the property owners 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

Canadian International Capital Inc. is applying for a non-substantive amendment to the existing development agreement for Brunello Estates to allow for bare land condominium single family homes, instead of townhouses, on Block 2 and 3 (Maps 1 and 2). The existing development agreement permits alternative housing sites in the form of condominium townhouses (cluster homes) to be located on Blocks 1, 2, and 3. Block 1 received construction permits and has been developed under the existing regulations as a condominium townhouse development. Blocks 2 and 3 are currently vacant.

Subject Site	Lands surrounding Stoneway Lane and Thornrove Lane, Timberlea
Location	Located between Highway 103 and St. Margaret's Bay Road, Brunello Estates
Regional Plan Designation	US (Urban Settlement)
Community Plan Designation (Map 1)	UR (Urban Residential) in the Timberlea, Lakeside, Beechville Municipal Planning Strategy (MPS)
Zoning (Map 2)	CDD (Comprehensive Development District) under the Timberlea, Lakeside, Beechville Land Use By-law (LUB)
Size of Site	Block 1 = 3,749.9 sq. m. (40,363 sq. ft.) Block 2 = 3,547.7 sq. m. (38,188 sq. ft.) Block 3 = 3,622.4 sq. m. (38,992 sq. ft.)
Street Frontage	Block 1 = 9.144 m (30 ft.) Block 2 = 9.168 m (30 ft.) Block 3 = 9.144 m (30 ft.)
Current Land Use(s)	Townhouses/Vacant
Surrounding Use(s)	Mix of single unit dwellings, townhouse dwelling units, and a golf course

Proposal Details

The existing development agreement permits the development of alternate housing, referred to as "cluster homes," on Blocks 1, 2, and 3 (as shown on Map 1 and 2). The applicant wishes to amend the existing development agreement to change the permitted alternative housing type from "cluster homes" to "cottage clusters" on Blocks 2 and 3. Block 2 is to be developed with up to 5 clustered single unit dwellings while Block 3 will contain up to a maximum of 7.

Each cottage cluster is to be developed with single unit dwellings, each unit having its own independent entrance and access to a backyard. Units will share a common access driveway to the adjacent public street. Neither of the existing blocks can be further subdivided, thus, each cluster will be under common ownership through a condominium corporation, or as a rental property. As Block 1 has already been developed, the amended agreement will retain the condominium townhouse (cluster homes) regulations for that property.

Existing Development Agreement

In 2001, the former Western Region Community Council held a public hearing and approved the original development agreement for Brunello Estates (formerly known as Westgate). The agreement allows for a mixed-use residential and golf community in Timberlea consisting of residential, commercial, institutional and park uses. Since that time, there have been several amendments made to the original agreement.

Section 2.4.3 of the existing development agreement allows for the consideration of alternative type housing through resolution of community council. The existing development agreement defines multiple types of alternate housing as follows:

- *Cottage clusters* - Individual cottages as condominiums or rental units;
- *Cluster homes* - Homes in these clusters share one or more walls as well as potentially a single access and frontage;
- *Live-work units* - Homes with home offices or storefronts;

- *Stacked condominiums or duplex dwelling* - Condominiums that are stacked with one unit above the other; and
- *Semi-detached housing* – 2 units divided, either vertically or horizontally, as per the Land Use By-law definition.

Enabling Policy and LUB Context

Policies UR-27 to UR-34 of the Municipal Planning Strategy for Timberlea/Lakeside/Beechville are site specific policies that allow for the consideration of the mixed-use development for the subject lands. It is these policies in which the original development agreement for Brunello was adopted. Attachment B contains a copy of the applicable policy from the MPS.

Section 3.1(k) of the existing agreement defines the proposed changes to section 2.4.3.1 as non-substantive amendments that may be approved by resolution of Community Council.

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 and signage posted on the subject site. A Public Information Meeting and Public Hearing are not required for a non-substantive amendment to an existing development agreement, and the decision on the amendments is made by resolution of Council.

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 B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

Proposed 12th Amending Development Agreement

Attachment A contains the proposed amending development agreement for the subject site and the conditions under which the development may occur. When considering alternative housing types, Section 2.4.3.1 of the existing agreement provides criteria that should be considered. As the proposed buildings are to be developed as cluster housing in the style of single units and townhouses, requirements for single units and townhouses in the existing agreement were used as a reference. Of the matters addressed by the proposed amending development agreement to satisfy the existing conditions of the agreement as well as the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Building Height and Lot Coverage

The proposed amending agreement will permit a maximum height of 40 feet which is consistent with the height permitted in the existing agreement for single unit dwellings and other types of residential units. The approximate lot coverage of the proposed Blocks ranges from 15% to 28%. This is less than the maximum 40% to 45% lot coverage permitted for single units dwelling, two-unit dwelling and townhouse lots in the existing development agreement.

Architecture

The proposed style of housing resembles the appearance of single unit dwellings. Each unit has an individual entrance and is physically separated from the next. The proposed amending agreement requires the Developer to use a combination of building materials for each unit. A list of acceptable building materials has been included as part of the proposed amending agreement. The development agreement further encourages the use of different materials or colours to help diversify each unit.

Landscaping

The proposed amending agreement includes a preliminary landscaping plan which the Developer must adhere to as part of the development. Existing trees and vegetation will be retained where possible and new plantings will be used to border along the properties and in-between the condominium units. The proposed amending agreement requires landscaping to be in the front of each unit, where parking is not located.

Parking

The proposed amending agreement establishes a minimum and maximum number of exterior parking spaces per block. This is to reduce the amount of paved area as part of the development. Additional parking spaces can be supplemented with interior garages. To help demarcate the location of parking spaces and reduce the amount of asphalt on each block, the proposed agreement requires that each parking space be in front of each individual unit and be constructed of an alternative hard surface such as exposed aggregate or brick pavers.

Lot Access

Block 2 will be accessed from Maple Grove Avenue and Block 3 will be accessed from Cabernet Court. Both access driveways have been reviewed HRM Development Engineering and have received preliminary approval with final approval required at the permitting stage.

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 amending agreement provides for the development of an alternative housing mix in a manner that mitigates potential land use conflicts. Therefore, staff recommend that the Halifax and West Community Council approve the proposed 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 2018-2019 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 amending 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 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 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

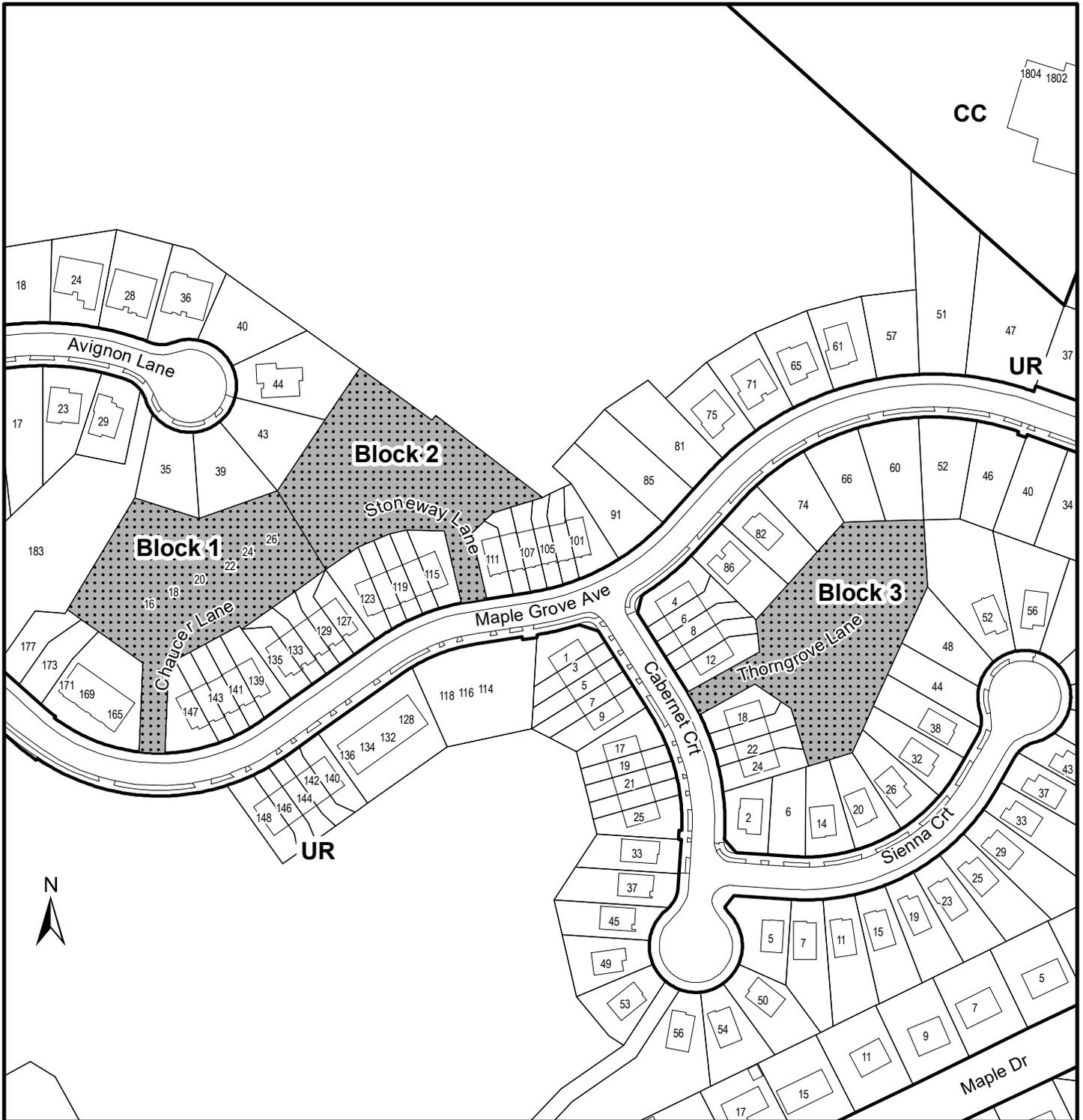
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Amending Development Agreement
Attachment B:	Review of Relevant MPS Policies

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: Dean MacDougall, Planner II, 902.490.4193

-Original Signed-

Report Approved by: Steven Higgins, Manager Current Planning, 902.490.4382



**Map 1 - Generalized Future Land Use
Brunello Estates, Timberlea**

HALIFAX

 Subject Sites



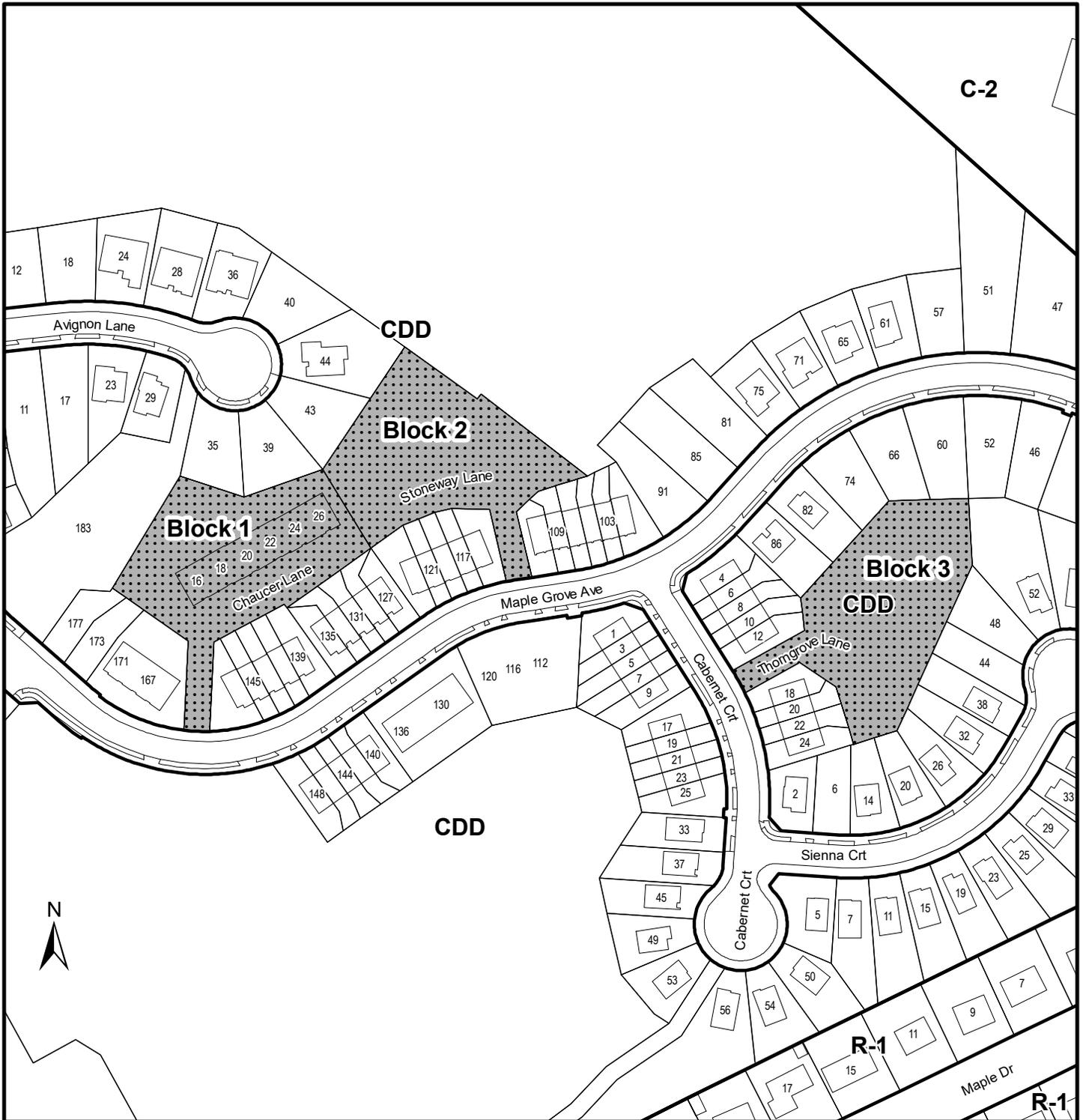
Designations

UR Urban Residential
CC Commercial Core

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.

Timberlea/Lakeside/Beechville
Plan Area



**Map 2 - Zoning
Brunello Estates, Timberlea**

HALIFAX

 Subject Sites



Zone

- R-1 Single Unit Dwelling
- C-2 General Business
- CDD Comprehensive Development District

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.

Timberlea/Lakeside/Beechville
Land Use By-Law Area

ATTACHMENT A
Proposed Amending Development Agreement

THIS TWELFTH AMENDING AGREEMENT made this day of , 20____,

BETWEEN:

[Insert Name of Corporation/Business LTD.]

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands within Timberlea which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the former Western Region Community Council of the Municipality approved an application to enter into a development agreement to allow for a mixed-use community with a golf course on the Lands (municipal case number 00238), which said development agreement was registered at the Registry of Deeds Offices in Halifax on September 6, 2001 as Document Number 32647 in Book Number 6852 at Pages (1-34) (hereinafter called the "Original Agreement"), and which applies to the Lands;

AND WHEREAS the former Western Region Community Council of the Municipality approved an application to enter into an amending development agreement to allow changes to the road network (municipal case number 00590), which said development agreement was registered at the Registry of Deeds Offices in Halifax on August 27, 2003 as Document Number 37295 in Book Number 7458 at Pages 107 to 118 (hereinafter called the "First Amending Agreement"), and which applies to the Lands;

AND WHEREAS the former Western Region Community Council of the Municipality approved an application to enter into an amending development agreement to modify the approved road network (municipal case number 00623), which said development agreement was registered at the Registry of Deeds Offices in Halifax on April 21, 2004 as Document Number 75364217 in Book Number 7667 in Pages 906 to 921 (hereinafter called the "Second Amending Agreement"), and which applies to the Lands;

AND WHEREAS the former Western Region Community Council of the Municipality approved an application to enter into an amending development agreement to allow for greater variation in the requirements for single unit dwellings (municipal case number 00536), which said

development agreement was registered at the Registry of Deeds Offices in Halifax on July 15, 2004 as Document Number 75884560 in Book Number 7797 in Pages 156 to 162 (hereinafter called the "Third Amending Agreement"), and which does not apply to the Lands;

AND WHEREAS the former Western Region Community Council of the Municipality approved an application to enter into an amending development agreement to remove the limited number of units to be developed as a result of resolving capacity constraints, along with housekeeping amendments (municipal case number 01040), which said Development Agreement was registered at the Registry of Deeds Offices in Halifax on August 7, 2008 as Document Number 91320987 (hereinafter called the "Fourth Amending Agreement"), and which applies to the Lands;

AND WHEREAS the former Western Region Community Council of the Municipality approved an application to enter into an amending development agreement to provide additional density tracking information with each building permit application (municipal case number 01312), which said development agreement was registered at the Registry of Deeds Offices in Halifax on November 9, 2010 as Document Number 97179270 (hereinafter called the "Fifth Amending Agreement"), and which applies to the Lands;

AND WHEREAS the former Western Region Community Council of the Municipality approved an application to enter into an amending development agreement to modify the road layout, parkland size and configuration and to complete minor text changes (municipal case number 16934), which said development agreement was registered at the Registry of Deeds Offices in Halifax on February 17, 2012 as Document Number 100119743 (hereinafter called the "Sixth Amending Agreement"), and which applies to the Lands;

AND WHEREAS the former Western Region Community Council of the Municipality approved an application to enter into an amending development agreement to develop Blocks 1, 2 and 3 for alternate housing (municipal case number 17521), which said development agreement was registered at the Registry of Deeds Offices in Halifax on January 9, 2013 as Document Number 102272615 (hereinafter called the "Seventh Amending Agreement"), and which applies to the Lands;

AND WHEREAS the former Halifax and West Community Council of the Municipality approved an application to enter into an amending development agreement to alter the Commercial Use boundary along Market Way Lane and clarify standards for commercial development on Ca (Commercial) lands (municipal case number 17826) which said development agreement was registered at the Registry of Deeds Offices in Halifax on January 22, 2014 as Document Number 104497863 (hereinafter called the "Eighth Amending Agreement"), and which does not apply to the to the Lands;

AND WHEREAS the former Halifax and West Community Council of the Municipality approved an application to enter into an amending development agreement to alter lot frontage requirements for single unit dwellings (municipal case number 18232), which said development agreement was registered at the Registry of Deeds Offices in Halifax on March 16, 2015 as Document Number 106793723 and 106793699 (hereinafter called the "Ninth Amending Agreement"), and which applies to the Lands;

AND WHEREAS the Halifax and West Community Council of the Municipality approved an application to enter into an amending development agreement to allow for reduced frontage single unit dwellings to be located on Modified Urban Minor Collectors (municipal case number 20141), which said development agreement was registered at the Registry of Deeds Offices in Halifax on

January 5, 2018 as Document Number 111978129 and 111978061 (hereinafter called the "Tenth Amending Agreement"), and which does not apply to the Lands;

AND WHEREAS the Halifax and West Community Council of the Municipality approved an application to enter into an amending development agreement to allow for one multi-unit building, consisting of a total of 136 units (municipal case number 20447), which said development agreement was registered at the Registry of Deeds Offices in Halifax on January 31, 2018 as Document Number 112095618 (hereinafter called the "Eleventh Amending Agreement"), and which does not apply to the Lands;

AND WHEREAS the Original Agreement and First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and Eleventh Amending Agreements together comprise the Existing Agreement (hereinafter called "the Existing Agreement");

AND WHEREAS the Developer has requested further amendments to the Existing Agreement to allow for a change in alternative housing type on Blocks 2 and 3 on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies UR-27 to UR-34 of the Timberlea/Lakeside/Beechville Municipal Planning Strategy, (hereinafter called the "Twelfth Amending Agreement");

AND WHEREAS the Halifax and West Community Council for the Halifax Regional Municipality approved this request at a meeting held on [INSERT-Date], referenced as Municipal Case Number 21446;

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 Twelfth Amending Agreement, all other conditions and provisions of the Existing 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 Twelfth Amending Agreement, and the Existing Agreement.
 3. Section 2.1 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

~~Schedule T-1: Site Plan - Blocks 1 & 2~~
~~Schedule T-2: Landscape Plan - Blocks 1 & 2~~
~~Schedule T-3: Elevations - Blocks 1 & 2 - 1 Storey Option~~
~~Schedule T-4: Elevations - Blocks 1 & 2 - 2 Storey Option~~
~~Schedule U-1: Site Plan - Block 3~~
~~Schedule U-2: Landscape Plan - Block 3~~
~~Schedule U-3: Elevations - Block 3 - 1 Storey Option~~
~~Schedule U-4: Elevations - Block 3 - 2 Storey Option~~

Schedule T-1.1 Site Plan - Block 1
Schedule T-1.2 Landscape Plan - Block 1
Schedule T-2.1 Concept Plan - Block 2

Schedule T-3.1	Elevations - Block 1, 1 Storey Option
Schedule T-4.1	Elevations - Block 1, 2 Storey Option
Schedule U-1.1	Concept Plan - Block 3

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

Schedule T-1:	Site Plan - Blocks 1 & 2
Schedule T-2:	Landscape Plan - Blocks 1 & 2
Schedule T-3:	Elevations - Blocks 1 & 2 -1 Storey Option
Schedule T-4:	Elevations - Blocks 1 & 2 -2 Storey Option
Schedule U-1:	Site Plan - Block 3
Schedule U-2:	Landscape Plan -Block 3
Schedule U-3:	Elevations - Block 3 -1 Storey Option
Schedule U-4:	Elevations - Block 3 -2 Storey Option

And inserting the following Schedules:

Schedule T-1.1	Site Plan - Block 1 (attached)
Schedule T-1.2	Landscape Plan - Block 1 (attached)
Schedule T-2.1	Concept Plan - Block 2 (attached)
Schedule T-3.1	Elevations - Block 1 - 1 Storey Option (attached)
Schedule T-4.1	Elevations - Block 1 - 2 Storey Option (attached)
Schedule U-1.1	Concept Plan - Block 3 (attached)

5. The Existing Agreement shall be amended by deleting all text references to Schedules T-1, T-2, T-3, T-4, U-1, U-2, U-3, and U-4 and replacing them with the respective reference to Schedules T-1.1, T-1.2, T-2.1, T-3.1, T-4.1, and U-1.1.
6. The Existing Development Agreement shall be amended by deleting Section 2.4.3.1 in its entirety, and inserting the text in bold, as follows:

Section 2.4.3.1 – Development Standards for Alternative Housing Sites – Blocks 1, 2, and 3.

Requirements Prior to Approval

- a) **Prior to the issuance of a Development Permit for the development of Blocks 1, 2, or 3 the Developer shall provide the following to the Development Officer:**
- i. **A detailed Site Grading Plan prepared by a Professional Engineer;**
 - ii. **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;**
 - iii. **A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 2.7.1 of this Agreement;**
 - iv. **A detailed Servicing Plan of which may include a Stormwater Management Plan designed to Halifax Water's specifications; and**

- v. A detailed Landscape Plan prepared by a Landscape Architect in accordance with clauses (x) to (bb) and acceptable to the Development Officer.
- b) Prior to the issuance of an Occupancy Permit for Blocks 1, 2 or 3, the Developer shall provide to the Development Officer, certification from a Landscape Architect in accordance with clause (aa) indicating that the Developer has complied with the landscaping required pursuant to this Agreement, or Security in accordance with clause (bb) of section 2.4.3.1 has been provided.

General Description of Land Use for Blocks 1 and 2

- c) The uses permitted by this Agreement for Blocks 1 and 2 are as follows:
 - i. No more than 9 townhouse style units on Block 1
 - ii. No more than 5 single unit dwelling style units on Block 2,
 - iii. One Accessory Building on Block 1 subject to clause (l);
 - iv. Accessory Buildings on Block 2 subject to clause (m); and
 - v. Accessory Uses.
- d) Each building shall be located on Blocks 1 and 2 as generally shown on Schedules T-1.1 and T-2.1. Variations to the setbacks provided on the Schedules may be permitted provided the variation does not exceed 1.5 metres (4.92 feet) of the setbacks as illustrated. On Schedule T-1.1 upper floors are permitted to project no more than 2 feet (.61 metres) from the base of the building.
- e) Notwithstanding clause (d), no portion of the building as shown on Schedule T-1.1 shall be located closer than 1.8 metres (6 feet) from any property line and no portion of a building shown on Schedule T-2.1 shall be located closer than 4.4 metres (14.5 feet) from any property line.
- f) The maximum height for a single unit dwelling type unit on Block 2 is 40 feet (12.2metres) and the maximum lot coverage for all units combined on Block 2 is 40%.
- g) Each building on Schedule T-1.1 shall be developed as generally shown on Schedule T-3.1 or T-4.1.

General Description of Land Use for Block 3

- h) The uses permitted by this Agreement for Block 3 are as follows:
 - i. No more than 7 single unit dwelling style units;
 - ii. Accessory Buildings subject to clause (m); and
 - iii. Accessory Uses.
- i) Each building shall be located on Block 3 as generally shown on Schedule U-1.1. Variations to the setbacks provided on either Schedule

may be permitted provided the variation does not exceed 1.5 metres (4.92 feet).

- j) Notwithstanding clause (i), no portion of the building shall be located closer than 1.2 metres (4 feet) from any property line.
- k) The maximum height for a single unit dwelling type unit on Block 3 is 40 feet (12.2metres) and the maximum lot coverage for all units combined on Block 3 is 40%.

Accessory Buildings

- l) Notwithstanding Section 2.4.6 of this Agreement, one (1) shared accessory building shall be permitted on Block 1 and is subject to the following requirements:
 - i. The building shall be located no less than 1.8 metres (6 feet) from any dwelling;
 - ii. The building shall be located no less than 1.22 metres (4 feet) from any property line;
 - iii. The building shall not exceed to 4. 7 metres (15 feet) in height; and
 - iv. The building shall not exceed a foot print of 27.87 square metres (300 square feet).
- m) Notwithstanding Section 2.4.6 of this Agreement, one accessory building is permitted for each unit on Blocks 2 and 3 and are subject to the following requirements:
 - i. The building shall be located no less than 1.22 metres (4 feet) from any property line;
 - ii. The building shall not exceed to 2.44 metres (8 feet) in height; and
 - iii. The building shall not exceed a foot print of 9.29 square metres (100 square feet).

Architectural Requirements for all Buildings

- n) Exterior building cladding must include a combination of two or more of the following materials:
 - clay brick;
 - stone;
 - cedar shakes;
 - wooden cladding;
 - concrete brick
 - stucco;
 - random stone masonry;
 - vinyl siding; or
 - acceptable equivalent, in the opinion of the Development Officer.

- o) Variations to building materials or colours for buildings that are adjacent or near each other are required.**
- p) All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.**

Subdivision

- q) No subdivision shall be permitted on Blocks 1, 2, or 3 for the purposes of placing each unit on its own lot.**

Parking, Circulation and Access

- r) A minimum of one external parking space per unit is required for Blocks 2 and 3. No more than 13 external parking spaces shall be permitted on Block 1; no more than 12 external parking spaces shall be permitted on Block 2; and no more than 14 external parking spaces shall be permitted on Block 3. Additional parking located within each unit is permitted.**
- s) Each parking space shall be a minimum of 2.74 metres (9 feet) in width and 6.1 metres (20 feet) long.**
- t) Parking spaces located in front of individual entrances to the dwellings shall consist of a decorative hard surface, including but not limited to brick pavers, cobblestone or exposed aggregate and shall not include asphalt.**
- u) The driveway width shall be a minimum of 6.1 metres (20 feet).**
- v) The driveway and all parking areas shall be hard surfaced. The limits of the driveway and parking area shall be defined by fencing or landscaping or curb.**
- w) The Developer is responsible for the placement and maintenance of driveway name signage in accordance with Civic Addressing By-law (By-law C-300).**

Landscaping

- x) Prior to the issuance of a Development Permit for each Block, the Developer agrees to provide a detailed Landscape Plan which complies with the provisions of this section and generally conforms to the overall Preliminary Landscape Plan shown on Schedules T-1.2, T-2.1, and U-1.1. The Landscape Plan shall be prepared by a Landscape Architect (a full**

member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

- y) Where a parking space is not located in front of an individual entrance to a dwelling unit, landscaping must be provided along the full frontage of the dwelling unit.
- z) All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- aa) Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a photograph of the work completed and a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- bb) Notwithstanding clause (aa), the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works 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 member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit; the Municipality may use the deposit to complete the landscaping as set out in this section of this 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 on completion of the work and its certification.

Maintenance

- cc) 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.
- dd) All disturbed areas shall be reinstated to original condition or better.

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, personally came and appeared _____, the 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, personally came and appeared _____, the subscribing witness to the foregoing indenture who having been by me duly 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 T-1.1: SITE PLAN - BLOCK 1



'BLOCK 2'
PID: 41327834
AREA: 3548m²

'BLOCK 1'
PID: 41327826
AREA: 3845m²

LEGEND

--- Site Boundary

SITE SUMMARY:

- Proposed Units: 9
- Lot 'BLOCK 1' Land Area - 3,845 m²

PARKING CALCULATION (LOT 'BLOCK 1'):

UNIT COUNT	9
PARKING REQUIRED	0
PARKING PROVIDED	18

NOTES:

- Drawing is approximate only. Site subject to survey
- Existing trees shown are approximate only, and may be subject to removal or relocation to accommodate site grading.

SOURCES:

- Plan based on GENVAR 'Grading Plan II' (D09109-010.DWG), dated 30 Mar 2011.

Designer: K	VERSION
Planner:	2.5

SITE PLAN
TIMBERLEA, NOVA SCOTIA

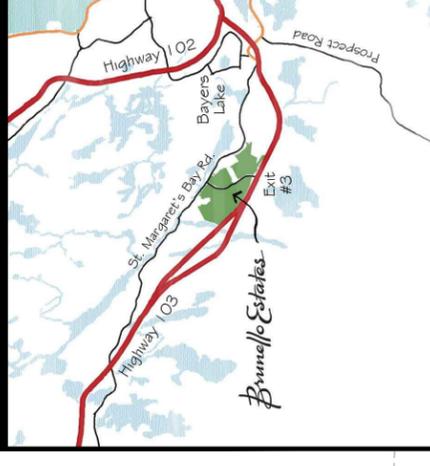
BRUNELLO ESTATES INC.
JULY 16, 2018 DA09109-PH1MU-BLOCKS1-2_V22FT_V25



SCHEDULE T-1.2: LANDSCAPE PLAN - BLOCK 1



KEY PLAN



LEGEND

- Site Boundary
- 8 Proposed Deciduous Tree 'Species A'
- 42 Proposed Shrub
- Existing Street Tree
- 6 Proposed Lamp Posts

SITE SUMMARY:

- Proposed Units: 9
- Lot 'BLOCK1' Land Area - 3,845 m²

NOTES:

- Drawing is approximate only. Site subject to survey
- Existing trees shown are approximate only, and may be subject to removal or relocation to accommodate site grading.

SOURCES:

- Plan based on GENVAR 'Grading Plan II' (D09109-010.DWG), dated 30 Mar 2011.

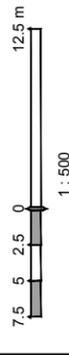
Designer:	VERSION
Planner:	2.5

LANDSCAPE PLAN
TIMBERLEA, NOVA SCOTIA

BRUNELLO ESTATES INC.

JULY 16, 2018 DA09109-PH1MU-BLOCKS1-2_V22FT_V25

SCALE

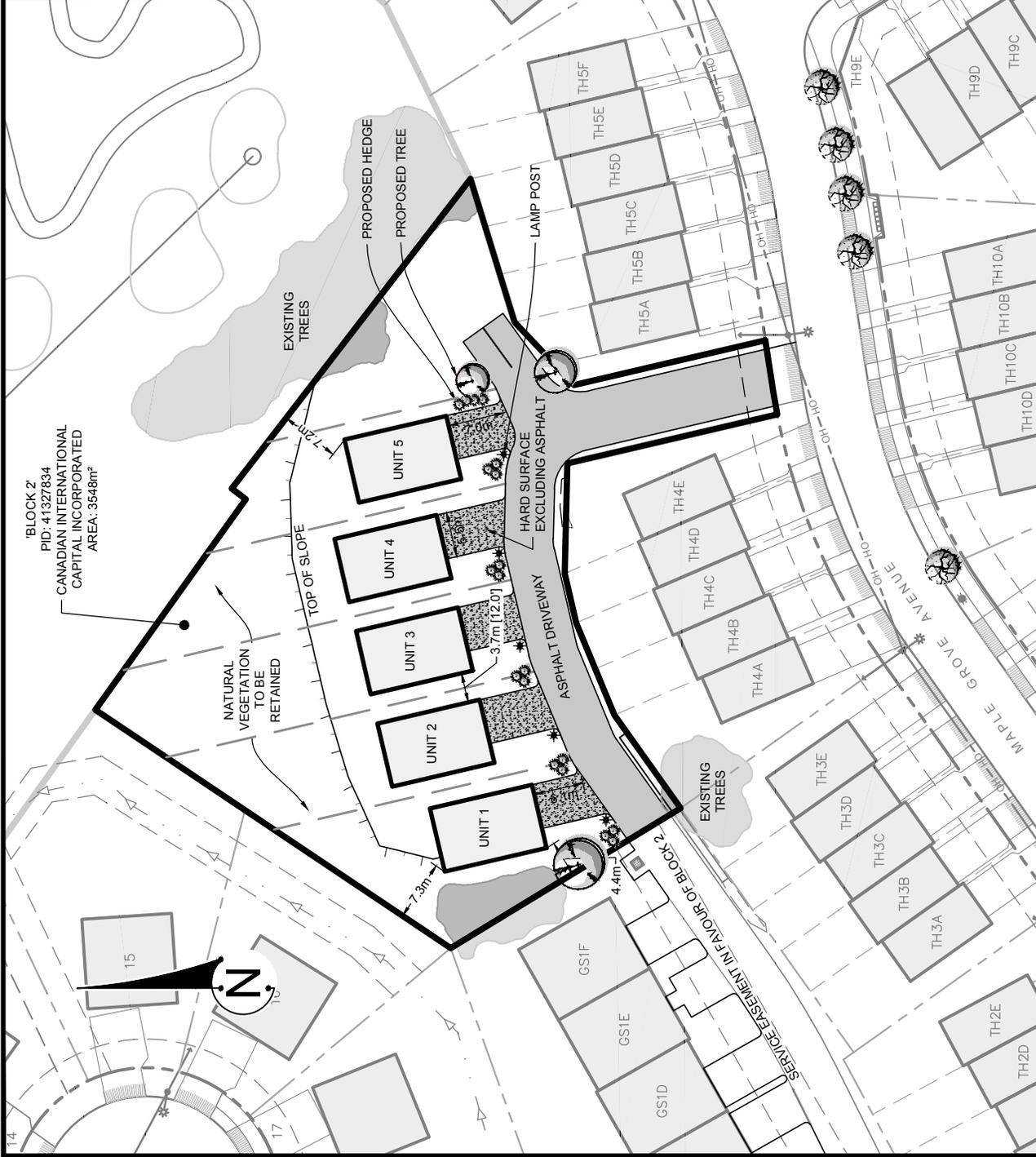


NORTH



1 SPECTACLE LAKE DRIVE, DARTMOUTH, NS, CANADA B5B 1X7
PHONE: 902.855-9955 WSP.COM

SCHEDULE T-2.1: CONCEPT PLAN - BLOCK 2



LEGEND

- SITE BOUNDARY
- - - ADJACENT PROPERTY BOUNDARY
- - - CONDO LOT BOUNDARY
- PROPOSED DECIDUOUS TREE 'SPECIES A'
- PROPOSED SHRUB
- EXISTING STREET TREE
- ★ PROPOSED LAMP POST

SITE SUMMARY:

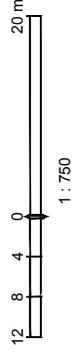
- PID: 41327834
- PROPOSED UNITS: 5 UNITS
- LAND AREA - 3,548 m²
- EXISTING ZONE - CDD

NOTES:

- DRAWING IS APPROXIMATE ONLY. SITE SUBJECT TO SURVEY.
- EXISTING TREES SHOWN ARE APPROXIMATE ONLY, AND MAY BE SUBJECT TO REMOVAL OR RELOCATION TO ACCOMMODATE SITE GRADING.
- MIN. 12.0' DISTANCE BETWEEN BUILDINGS.

Planner: [REDACTED] **VERSION 103A**

SCALE



DATE: 17-MAY-2018



MAPLE GROVE AVENUE
TIMBERLEA, NOVA SCOTIA

Schedule T-4.1: Elevations - Block 1, 2 Storey Option



ELEVATIONS

TIMBERLEA, NOVA
SCOTIA BRUNELLO
ESTATES INC.

EAST

WEST

SOUTH

NORTH

6.7 m

11.9 m

12.8 m



DECEMBER 2, 2011

DA09108-3D-BLOCKS1-2_V02

ELEVATION DESIGN EXAMPLE, PHASE 1 - BLOCKS 1 & 2 (UNITS 1-9 SHOWN)

A 01

Attachment B: Review of Relevant MPS Policies

Municipal Planning Strategy for Timberlea/Lakeside/Beechville – Urban Residential Designation

Within the existing service boundary, a large contiguous undeveloped area of approximately 600 acres presents a major urban infill opportunity within the region. With the site's proximity to existing urban development, and major government investments locally in road, sewer and water infrastructure, development of this site is critical to encouraging cost-effective, rational urban growth in the region.

These lands were rezoned from R-1 to CDD in 1992 to enable broad planning for the whole site, and a conceptual master plan for a mixed use community of up to 10,000 residents was prepared for this area in 1994. A first phase of approximately 240 units was given approval through the development agreement process, however, development did not proceed. A new landowner is now proposing a different master plan, which would provide for a mixed use community of up to 3200 homes with up to 8000 residents, in association with an 18-hole golf course, a town centre, and a commercial area. The proposal represents an innovative and efficient community design, with benefits to both the municipality and area residents. Given the unique nature and large size of the proposal, a set of site-specific policies to guide Council in considering detailed development proposals for this site is appropriate. Where there is disagreement between these site specific policies and other policies of this plan, the site specific policies shall prevail.

Given the size of the site and the length of time to reach buildout, it is reasonable to assume that any development agreement should allow flexibility, as market conditions and phasing are subject to change. Aspects of the development may require further detailed analysis prior to development proceeding. Conceptual approval can be given to certain land use components (such as the town centre, commercial areas, and multiple unit dwellings) of the project through an initial development agreement. Council would then have the ability to consider detailed site and building plans as non-substantial amendments to the initial agreement.

Policy	Staff Comment
<p>UR-27: Within the area as shown on Map UR-1, Council may consider permitting a mixed use development, with a range of land uses including a golf course, low density residential, townhousing, multiple unit dwellings, a town centre, various commercial development, and an office campus. Such development may only be considered through the development agreement process, and pursuant to the policies outlined specific to this site, and having regard to the provisions of Policy IM-12.</p>	<p>The existing development agreement permits a mixed-use development, with a range of land uses including a golf course, low density residential, townhouses, multiple unit dwellings, a town centre, various commercial development, and an office campus was permitted by the former Western Region Community Council on December 18, 2001.</p>
<p>Under the mixed use community scenario, up to 45% of the land may be taken up by the golf course use. In order to provide for an economic density, and to ensure that existing municipal infrastructure is adequately utilized, it is appropriate to provide for a greater proportion of higher density uses on the site. It is important, however, that a range of housing types be provided for to accommodate a range of household needs.</p>	
<p>UR-28: Within the area shown on Map UR-1, a range of housing types to a maximum of 3200 dwelling units shall be provided for, subject to the following:</p> <p>(a) That a substantial number of single unit dwellings be provided, especially adjacent to existing low density neighbourhoods;</p> <p>(b) Alternative forms of single units such as clustered units, retirement cottages and live-work units may be considered as a small</p>	<p>The existing development agreement permits alternative forms of housing in the form of condominium townhouse style units. The applicant wishes to change the housing type of townhouses to single unit dwellings. These units make up a small proportion of the total number of units within the development.</p> <p>All other subsections of this policy have been addressed in the existing agreement.</p>

<p>proportion of the total number of single units;</p> <ul style="list-style-type: none"> (c) Auxiliary dwellings, two unit dwellings and townhousing shall be permitted subject to appropriate criteria on building and site design; (d) Medium density housing may be permitted, subject to appropriate limits on density, and with appropriate requirements for landscaping and tree retention, architectural design features to ensure a high-quality appearance of buildings, variety in scale, massing and height, and provision of sufficient amenity space; (e) That where single unit dwellings about the Westgate site, only single unit dwellings or open space uses may be considered; and (f) That a range of adequate recreation facilities is provided, pursuant to current municipal parkland planning guidelines. 	
<p>The development of a golf course can provide for substantial retention of existing grades and forested areas. Diversion of storm water from developed areas to the golf course for irrigation and creation of water features is also of benefit, by reductions in peak flows leaving the site when compared to more typical developments, and providing a level of storm water treatment, provided that adequate easements are given to the municipality. However, concerns do exist with regard to the potential for erosion and sedimentation to occur during construction, and to ensure that nearby watercourses are not detrimentally affected. The potential for stray golf balls impacting on non-golf course uses is also to be addressed, as is the potential for providing for regulated, public use in designated portions of the course in winter, in a manner that balances the public benefits with the need for course operators to protect the course from vandalism and unintentional damage to greens, tees, and other sensitive areas.</p>	
<p>UR-29: Within the area shown on Map UR-1, development of a golf course and associated uses shall only be permitted through the development agreement process, to address the following:</p> <ul style="list-style-type: none"> (a) potential environmental impacts of the golf course on waterbodies (namely Nine Mile River, and streams and piped systems leading into Otter Lake and Governor's Lake) during and after construction; (b) provision of adequate separation of golf holes from existing and new housing according to current accepted standards; (c) provisions of municipal easements for stormwater drainage from streets and residential properties onto the golf course; (d) conditions for any use of treatment plan effluent in irrigation; (e) regulated public use of designated portions of the course for pond skating and sledding in a manner which does not encourage damage of the golf course; (f) The use of alternative street and access standards, grading, and private streets, can assist with tree preservation, and create a more country like character for a development, even within an urban area. However, past experience 	<p>Addressed in the existing and proposed amending development agreements.</p>

<p>has shown that there is very often a demand from residents to upgrade to a higher street standard, and any development agreement must therefore address this to ensure that costs for such upgrading are not borne by the public. In addition, it is important that an adequate mechanism is put in place to deal with snow and ice clearing and surface maintenance of any private roads and lanes.</p>	
<p>UR-30: The use of private roads which function as minor local streets within the development may be considered by Council. Private lanes for lot access for up to 6 dwelling units may further be considered. In considering such developments, Council shall have regard to the following:</p> <ul style="list-style-type: none"> (a) That the width of the traveled way meets applicable requirements for emergency vehicle access; (b) That the roads are capable of being upgraded to a public street standard, provided that any such upgrading shall be wholly at the cost of the developer and/or abutting property owners; and (c) That an adequate mechanism through a body such as the developer, a condominium corporation or homeowners' association is set up to administer regular road maintenance and repairs in the long term. 	<p>Addressed in the existing and proposed amending development agreements.</p>
<p>A major component of the community proposal is the concept of recreating a traditional town centre. This would consist of buildings placed at the street line with minimal sideyards to encourage pedestrian use, on street parking, wide sidewalks, greater lot coverages and densities, with a goal of replicating those features and characteristics of successful town centres. The ultimate population of the development, and of Timberlea/Lakeside as a whole, will be of a size which can support such a concept. Attention to detail and careful consideration of all aspects of land use, architecture and urban design is needed, if the goal of creating a mixed-use core with an attractive, traditional town character is to be properly achieved. Land uses in the town centre should cover a broad range of categories, and may be directed at the local, neighbourhood or regional market. The volatility of the office and retail market dictates that there be flexibility, however, no uses which are unacceptable by reason of noise, dust, odour or the need for outdoor working or storage areas should be considered.</p>	
<p>UR-31: Within the area as shown on Map UR-1, it shall be the intention of Council to permit the development of a mixed-use town centre, inclusive of medium to high density residential development, retail, hotel, commercial, office and personal service uses, and community and open space uses. Such an area must be carefully designed in order to function as intended, and to be aesthetically pleasing, therefore any development agreement for the site shall require a design study prior to issuance of development permits which will address:</p> <ul style="list-style-type: none"> (i) streetscape appearance and furniture; (ii) landscaping; 	<p>Addressed in the existing and proposed amending development agreements.</p>

<ul style="list-style-type: none"> (iii) architecture; (iv) parking; (v) traffic circulation and transit; (vi) pedestrian use; and (vii) open space provision. 	
<p>The size of the community as a whole dictates that provision be made for larger commercial developments to provide groceries, retail, service, and office uses. Under the current scenario, lands adjacent to Exit 3 are targeted for major commercial development, to include a grocery store, strip mall, offices and personal service uses, food service, gas station and similar uses. As the community grows, an expansion of this commercial area may be warranted to serve the community and larger market areas, subject to appropriate design and servicing considerations. Particular concerns relate to landscaping and means of storm water collection and treatment.</p>	
<p>UR-32: It shall be the intention of Council to consider an expansion of the commercial area adjacent to Exit 3 off Highway 103 subject to the provisions of Policy IM-12.</p>	<p>Addressed in the existing and proposed amending development agreements.</p>
<p>The development of employment nodes in key areas can help reduce traffic congestion, by creating jobs closer to employees' homes. Within this area, there is potential for creation of a small office park adjacent to Exit 3, between Highway 103 and the planned Timberlea East Collector road.</p>	
<p>UR-33 It shall be the intention of Council to consider development of an office campus, between the proposed Timberlea East Collector and Highway 103, adjacent to Exit 3 through the development agreement process and subject to the following criteria:</p> <ul style="list-style-type: none"> (a) landscaping; (b) signage design; and (c) provision of adequate internal roads, parking, and service areas. 	<p>Addressed in the existing and proposed amending development agreements.</p>
<p>Timberlea Village Drive was constructed by the Municipality to help alleviate traffic volumes on Highway 3, and serve as a major access point for the larger community to Highway 103. Construction of this road at public expense has been of substantial benefit to the abutting lands, by providing ease of access to four pre-approved intersection locations. Although the road is currently below its design capacity, development of this site will likely trigger the need for upgrading. Additional municipal expenditures on this road which would support development on this site or any other are not acceptable, as such costs should be borne by the cost causer. Council should require developers to pay for any portion of future upgrading costs which are attributable to their development.</p>	
<p>UR-34: It shall be the intention of Council to require the developer of the lands as shown on Map UR-1 to contribute toward the future upgrading of Timberlea Village Drive which bisects the site. The amount of such contribution shall be determined based on the findings of a transportation study, to be undertaken at the developer's expense, which shall determine the proportion of costs attributable to the development. <i>(RC-October 31, 2001/E-December 8, 2001)</i></p>	<p>Addressed in the existing and proposed amending development agreements.</p>
<p>SECTION IV – IMPLEMENTATION</p>	
<p>IM-12 In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this strategy, Council shall have appropriate regard to the following:</p>	
<p>(a) that the proposal is in conformity with the intent</p>	<p>The proposal meets the intent of the MPS. The</p>

<p>of this strategy and with the requirements of all other municipal by-laws and regulations.</p>	<p>existing and proposed amending agreements requires conformity with all other municipal by-laws and regulations.</p>
<p>(b) that the proposal is not premature or inappropriate by reason of:</p> <ul style="list-style-type: none"> (i) the financial capability of the Municipality to absorb any costs relating to the development; (ii) the adequacy of sewer and water services; (iii) the adequacy or proximity to school, recreation or other community facilities; (iv) the adequacy of road networks leading or adjacent to, or within the development; and (v) the potential for damage to or for destruction of designated historic buildings and sites. (vi) the proposed means of handling storm water and general drainage within and from the development. <i>(RC - October 30, 2001 E / December 8, 2001)</i> 	<p>Addressed in the existing and proposed amending development agreements.</p>
<p>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p> <ul style="list-style-type: none"> (i) type of use; (ii) height, bulk and lot coverage of any proposed building; (iii) traffic generation, access to and egress from the site, and parking; (iv) open storage and outdoor display; (v) signs; and (vi) any other relevant matter of planning concern. 	<p>Addressed in the existing and proposed amending development agreements.</p>
<p>(d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding.</p>	<p>Addressed in the existing agreement.</p>
<p>(e) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. <i>(RC July 2, 2002 / E - August 17, 2002)</i></p>	<p>N/A</p>