



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

**Item No. 7.1.1**  
**Halifax and West Community Council**  
**February 16, 2021**

**TO:** Chair and Members of Halifax and West Community Council

**SUBMITTED BY:** *Original Signed*  
\_\_\_\_\_  
Kelly Denty, Director of Planning and Development

**DATE:** January 4, 2021

**SUBJECT:** **Case 22709: First Amending Development Agreement for Lynnett Road, Halifax**

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**ORIGIN**

Application by TEAL Architects and Planners Inc.

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Give notice of motion to consider the proposed amending development agreement, as set out in Attachment A, to allow for a residential development on lands at Lynnett Road, Halifax, and schedule a public hearing;
2. Approve the proposed amending development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the amending development agreement be signed by the property owner within 240 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**

TEAL Architects and Planners Inc., on behalf of the property owner, is applying for substantive amendments to reconfigure a previously approved residential development on the subject site.

<b>Subject Site</b>	Lynnett Road and McIntosh Street, Halifax (PID's 40096133, 40096364)
<b>Location</b>	Consists of two (2) parcels of land with access at the end of Lynnett Road and off McIntosh Street, Halifax
<b>Regional Plan Designation</b>	Urban Settlement
<b>Community Plan Designation (Map 1)</b>	Residential Development District (RDD) and High Density Residential (HDR) within the Mainland South Secondary Planning Strategy of the Halifax Municipal Planning Strategy
<b>Zoning (Map 2)</b>	RDD (Residential Development District) and R-4 (Multiple Dwelling Zone) within the Halifax Mainland Land Use By-law
<b>Size of Site</b>	Approximately 4.29 hectares (10.6 acres)
<b>Street Frontage</b>	Approximately 21m (68.9 ft) along Herring Cove Road and 20m (65.62 ft) along McIntosh Street
<b>Current Land Use(s)</b>	Vacant
<b>Surrounding Use(s)</b>	Within a predominately residential neighborhood with various residential unit types including multiple unit dwellings, semi-detached and single unit dwellings.

### **Proposal Details**

The applicant proposes to reconfigure the design of a previously approved development containing six townhomes, a multiple unit dwelling, and private surface parking on the property due to unforeseen site grading constraints. The major aspects of the proposal are as follows:

- Multiple Unit Dwelling: no change in the unit count (40) is proposed. The building orientation on the site will remain largely the same, however, it has been moved 18 metres (60 ft.) southeast on the lot.
- Townhomes: no change in the dwelling count (6) is proposed. The townhouses will be moved from the rear of the lot to the front of the lot on either side of a private cul-de-sac bulb.
- Private surface parking: the application seeks to have two options integrated into the amending agreement for flexibility of parking on-site due to grading constraints that are unknown until construction commences:
  - Option 1: all parking for the multi-unit to be located at the rear of the building at grade on a surface lot.
  - Option 2: between 12-20 of the required vehicle parking spaces to be located under the multi-unit building and screened from view, with the remainder of required parking spaces at grade on a surface lot at the rear of the building.
- A minor change to the Phasing line between Phases 1 and 2 to accommodate the reconfiguration of the buildings on the site.
- Time extension of the date of the commencement of construction of five (5) years.

### **Existing Development Agreement**

On August 7, 2018, Halifax and West Community Council approved [Case 20762](#) allowing for a development agreement to permit a two-phased residential development containing a mix of residential dwelling types with access at the end of Lynnett Road, and McIntosh Street, Halifax. The construction of the development has not yet been commenced.

### **Enabling Policy and LUB Context**

The subject site is designated Residential Development District (RDD) and High Density Residential (HDR) within the Mainland South Secondary Planning Strategy and is zoned RDD with a small portion zoned R-4

within the Halifax Mainland Land Use By-law (Maps 1 and 2). Policies 1.5 and 1.5.1 of the Mainland South Secondary Planning Strategy and Implementation Policy 4.4 allow Council to consider a residential development by development agreement.

### **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 fronting Lynnett Road, and 478 postcards mailed to property owners within the notification area. Staff received four (4) phone calls and one (1) e-mail from the public. The webpage was viewed 476 times, by 239 unique page viewers, for an average of 1 min 53 seconds. The public comments received include the following topics:

- Questions regarding when construction will commence and where the construction vehicles will access the site;
- Concerns regarding access to community mailboxes during construction; and
- Concern regarding whether construction equipment will encroach onto adjacent property during construction.

A public hearing must be held by Halifax and West 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. Map 2 has the same notification area as was used for the previous case 20762.

### **DISCUSSION**

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

#### **Proposed Amending Development Agreement**

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

- The replacement of Schedules including: the site and phasing plan, landscaping plan, and elevations. The new schedules include:
  - The ability for flexibility of parking on-site due to grading constraints that are unknown until construction commences;
  - A reconfigured Phasing line between Phases 1 and 2 which corresponds to the new multi/townhome siting;
  - Reconfigured privacy screening which corresponds to the new phasing lines;
  - Reconfiguration of the common shared private driveway at the end of Lynnett Road to reflect a cul-de-sac bulb, and
  - All existing requirements (landscaping, right-of-way's, etc.) that remain unchanged under the original agreement.
- The ability for flexibility of roof construction (flat or pitched) so long as the building does not exceed 54 feet in height, and with the condition that a pitched roof shall not include habitable space.
- A time extension of the date of the commencement of construction by five (5) years, and an extension to the date of completion to ten (10) years from the date of the registration of the First Amending Agreement.

The attached amending development agreement will permit a residential development, 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.

#### Site Reconfiguration

Enabling policy for Residential Development Districts (RDD) requires that the design and layout of the portion of new residential developments abutting existing residential areas shall endeavour to protect the character and scale of these areas by attention to such matters as use of open space, landscaping, and ensuring adequate transition between areas of differing building forms and densities.

The housing types and unit counts as approved in the original development agreement are not proposed to change. The layout of the housing types on the property have been changed, however the height and massing remain in keeping with the surrounding mixed housing-type (singles, semis, and multist) neighborhood.

The multi-unit building repositioning is approximately 18 metres from the original approved footprint, is no closer to the existing residential development than previously approved and has been assessed to still have minimal impact on the character and scale of the area. The townhome unit repositioning in front of the multi-unit building provides an appropriate transition in housing type that did not exist in the approved agreement. The townhomes provide a physical buffer from the single family existing homes along Lynnett Drive, to the multi-unit. Previously, an above ground parking lot was the only existing buffer between the single family housing and the multi-unit building. Additionally, proposed landscaping and screening will provide an improved transition to neighboring properties.

#### Landscaped Open Space

Enabling policy for landscaping and open space within Residential Development Districts (RDD) requires that at least 5 percent of the area of the district development must be useable, landscaped, open space. The approved development provides a total of 7.7% of landscaped open space in the form of landscaped areas surrounding the multiple unit dwelling and adjacent townhomes, and yards within single unit dwellings and townhome lots. There are 0.95 hectares (2.35 acres) of protected greenspace included in the proposal for which there are corresponding provisions in the agreement.

#### Signing of the Amending Agreement

The COVID-19 pandemic has resulted in difficulties in having legal agreements signed by multiple parties in short periods of time. To recognize this difficulty these unusual circumstances presents, staff are recommending extending the signing period for agreements following a Council approval and completion of the required appeal period. While normally agreements are required to be signed within 120 days, staff recommend doubling this time period to 240 days. This extension would have no impact on the development rights held within the agreement, and the agreement could be executed in a shorter period of time if the situation permits.

### **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 2020-2021 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 amending development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Halifax and West Community Council may choose to refuse the proposed amending development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

### **ATTACHMENTS**

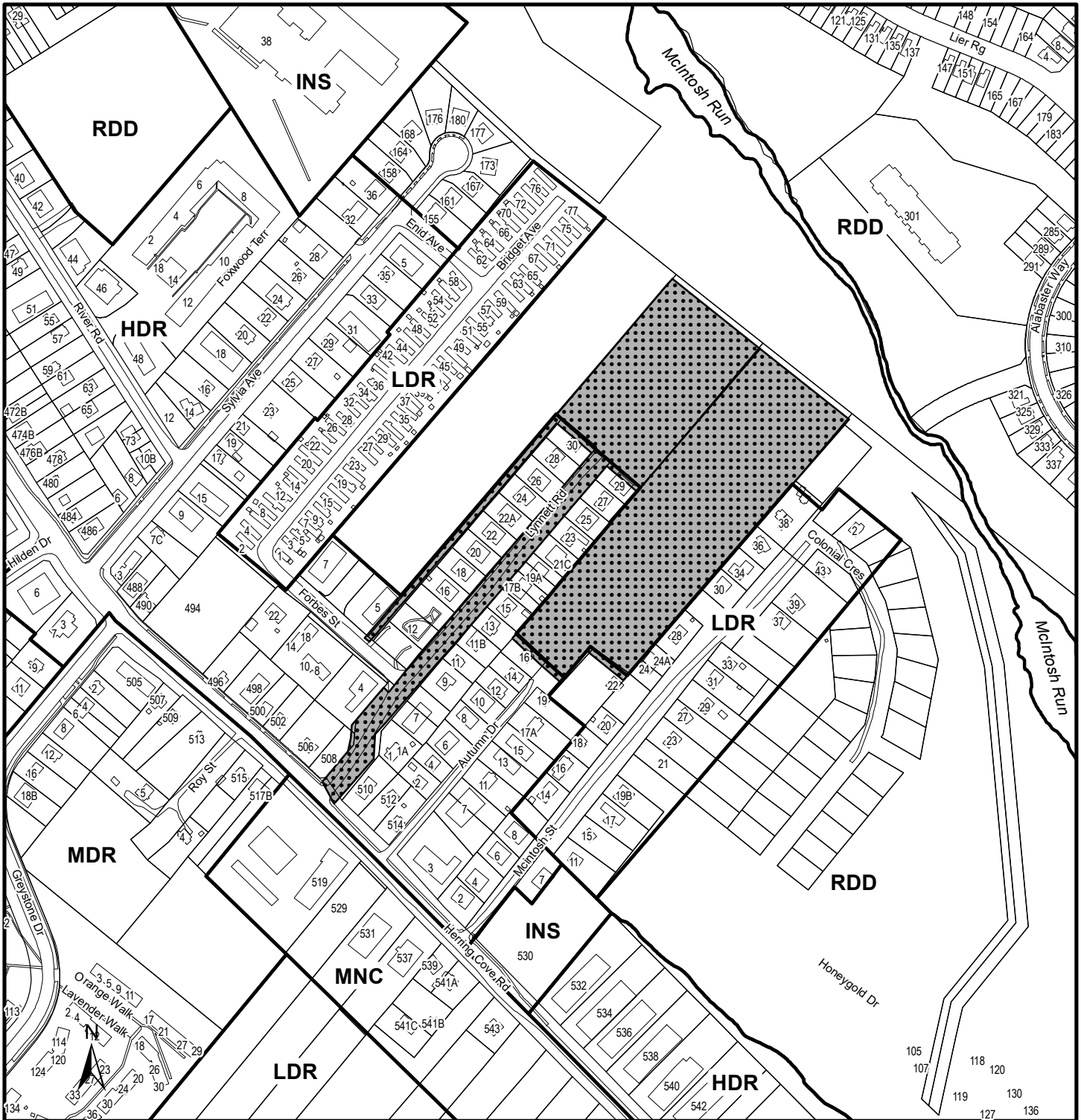
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Amending Development Agreement
Attachment B:	Review of Relevant MPS Policies

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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Brittney MacLean, Planner II, Urban Enabled Applications, 902.223.6154

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**Map 1 - Generalized Future Land Use**

Lynett Road, Spryfield  
 PID's 40096133 & 40096364

**HALIFAX**

 Subject Properties

**Designation**

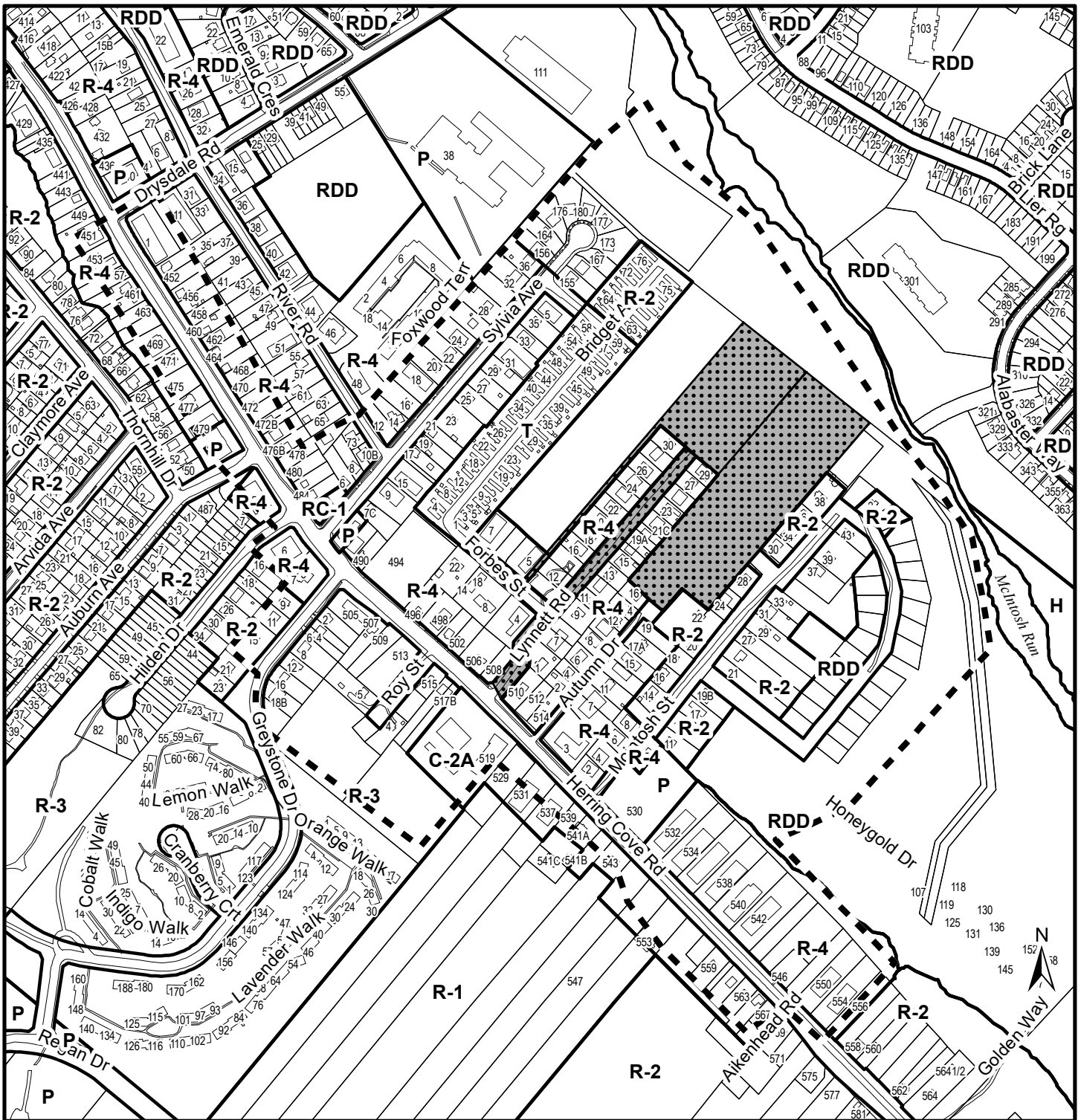
- LDR Low Density Residential
- MDR Medium Density Residential
- HDR High Density Residential
- RDD Residential Development District
- MNC Minor Commercial
- INS INS Institutional



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.

Halifax  
 Plan Area



### Map 2 - Zoning and Notification

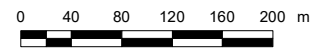
Lynett Road, Spryfield  
 PID's 40096133 & 40096364

-  Subject Properties
-  Area of Notification

Halifax Mainland  
 Land Use By-Law Area

- | Zone |                           |
|------|---------------------------|
| R-1  | Single Family             |
| R-2  | Two Family Dwelling       |
| R-3  | Low-Rise Apartment        |
| R-4  | Multiple Dwelling         |
| RDD  | Residential Dev. District |
| RC-1 | Neighbourhood Commercial  |
| C-2A | Minor Commercial          |
| T    | Mobile Home Park          |
| P    | Park and Institutional    |
| H    | Holding                   |

**HALIFAX**



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

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

**Attachment A: Proposed Amending Development Agreement**

THIS FIRST AMENDING AGREEMENT made this      day of **[Insert Month]**, 20\_\_,

BETWEEN:

**PF PROPERTIES LIMITED**

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

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

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

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at Lynnett Road and McIntosh Street, Halifax (PIDs 40096133 and 40096364) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Halifax and West Community Council approved an application to enter into a Development Agreement to allow for a residential development on the Lands on August 7, 2018, pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to policies 1.5 and 1.5.1 of the Halifax Municipal Planning Strategy and Section 62A and 62B of the Halifax Mainland Land Use By-law (municipal case 20762), which said Development Agreement was registered at the Land Registration Office on October 19, 2018 as Document Number 113444377 (hereinafter called the "Original Agreement");

**AND WHEREAS** the Developer has requested amendments to the Original Agreement to allow for reconfiguration of the previously approved multi-unit building, town homes, and surface parking on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 1.5 and 1.5.1 of the Halifax Municipal Planning Strategy and Section 62A and 62B of the Halifax Mainland Land Use By-law;

**AND WHEREAS** the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 22709;

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

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1. Except where specifically varied by this First Amending Agreement, all other conditions and provisions of the Original 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 First Amending Agreement, and the Original Agreement.



3. Subsection 2.2.1 of the Original Agreement shall be amended by inserting the text shown in bold, as follows:

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

- a) "Common Shared Private Driveway" means a driveway **including a cul-de-sac bulb** that is not a public street and has not been accepted nor is maintained by the Municipality or the Province.

4. Subsection 3.1.1 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~, and inserting the text shown in bold, as follows:

~~The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conform with~~ The following Schedules **are** attached to this Agreement and filed in the Halifax Regional Municipality as Case Numbers **20762 and 22709**:

Schedule A	Legal Description of the Lands(s)
<del>Schedule B</del>	<del>Concept and Phasing Plan</del>
<b>Schedule B-1</b>	<b>Concept and Phasing Plan: Option 1</b>
<b>Schedule B-2</b>	<b>Concept and Phasing Plan: Option 2</b>
<del>Schedule C</del>	<del>Preliminary Landscape Plan</del>
<b>Schedule C-1</b>	<b>Preliminary Landscaping Plan: Option 1</b>
<b>Schedule C-2</b>	<b>Preliminary Landscaping Plan: Option 2</b>
<del>Schedule D</del>	<del>Multiple Unit Dwelling Elevations</del>
<b>Schedule D-1</b>	<b>Multiple Unit Dwelling Elevations: Option 1</b>
<b>Schedule D-2</b>	<b>Multiple Unit Dwelling Elevations: Option 2</b>

5. The Original Agreement shall be amended by deleting the following Schedules:

Schedule B	Concept and Phasing Plan
Schedule C	Preliminary Landscape Plan
Schedule D	Multiple Unit Dwelling Elevations

And inserting the following Schedules:

Schedule B-1	Concept and Phasing Plan: Option 1 (attached)
Schedule B-2	Concept and Phasing Plan: Option 2 (attached)
Schedule C-1	Preliminary Landscaping Plan: Option 1 (attached)
Schedule C-2	Preliminary Landscaping Plan: Option 2 (attached)
Schedule D-1	Multiple Unit Dwelling Elevations: Option 1 (attached)
Schedule D-2	Multiple Unit Dwelling Elevations: Option 2 (attached)

6. The Original Agreement shall be amended by deleting all text references to Schedules B, C, and D and replacing them with the respective reference to Schedules B-1 or B-2, C-1 or C-2, and D-1 or D-2.

7. The Original Agreement shall be amended by inserting the following text show in bold, immediately after subsection 3.1.1, and before Section 3.2:

3.1.2 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conform with one of the following options:

a) Option 1 as set out in:

- (i) Schedule B-1 Concept and Phasing Plan: Option 1;
- (ii) Schedule C-1 Preliminary Landscaping Plan: Option 1; and
- (iii) Schedule D-1 Multiple Unit Dwelling Elevations: Option 1; or

b) Option 2 as set out in:

- (i) Schedule B-2 Concept and Phasing Plan: Option 2,
- (ii) Schedule C-2 Preliminary Landscaping Plan: Option 2; and
- (iii) Schedule D-2 Multiple Unit Dwelling Elevations: Option 2.

8. Subsection 3.4.2 of the Original Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

3.4.2 For the multiple unit dwelling~~;~~:

- (a) any exposed foundation in excess of two (2) feet in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.;
- (b) **the roof may be flat or pitched, so long as the maximum building height does not exceed 54 feet above average grade. A pitched roof shall not include habitable rooms; and**
- (c) **the basement level shall not accommodate habitable rooms.**

9. Subsection 3.4.6 of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold, as follows:

3.4.6 Six (6) townhouses shall be permitted within Phase 1 as shown on Schedule B-1 **or B-2**. The common shared private driveway and parking area servicing the townhouse buildings **and multiple unit dwelling** ~~is are~~ to be under private ownership and as such the developer shall be responsible for services, private driveway maintenance and snow and ice control. The siting of townhouse buildings, parking areas, and the common shared private driveway shall be as generally shown on Schedule B-1 **or B-2** and meet the following requirements:

- a) The siting of the townhouse buildings shall be as shown on Schedule B-1 **or B-2**;
- b) Each townhouse dwelling shall be setback a minimum of ~~twenty (20)~~ **fifteen (15)** feet from the common shared private driveway; and
- c) The maximum **townhouse building** height shall not exceed 35 feet above average grade.

10. Subsection 3.5.1 of the Original Agreement shall be amended by inserting the text shown in bold, as follows:

- 3.5.1 Subdivision applications shall be submitted to the Development Officer in accordance with Schedule B and the Development Officer shall grant subdivision approval subject to and in accordance with the following terms and conditions:
- (a) The lot for Phase 1 shall be as **generally** shown on Schedule B-1 or B-2 and generally conform to the Phase 1 boundary. **There is a portion of the lot not shown on Schedule B-1 or B-2 which is to include the entirety of Lynnett Road including where Lynnett Road fronts onto the Herring Cove Road. No subdivision shall be approved with less than Lynnett Road's existing frontage on Herring Cove Road;**
11. Subsection 3.6.2 of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold, as follows:
- 3.6.2 ~~The parking areas~~ **multiple unit dwelling and townhouses** within Phase 1 shall provide a minimum of one parking space per dwelling unit. ~~and p~~**Parking spaces, excluding those for townhouse buildings,** shall be at least 2.74 metres (9 feet) by 6.01 metres (20 feet) in size.
12. Subsection 7.3.1 of the Original Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:
- 7.3.1 In the event that development on the Lands has not commenced within ~~four (4)-~~ **five (5)** years from the date of registration of ~~this~~ **the First Amending** 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.
13. Subsection 7.4.2 of the Original Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:
- 7.4.2 If the Developer fails to complete the development after ten (10) years from the date of registration of ~~this~~ **the First Amending** Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- a) retain the Agreement in its present form;
  - b) negotiate a new Agreement; or
  - c) discharge this Agreement.

**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, 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.

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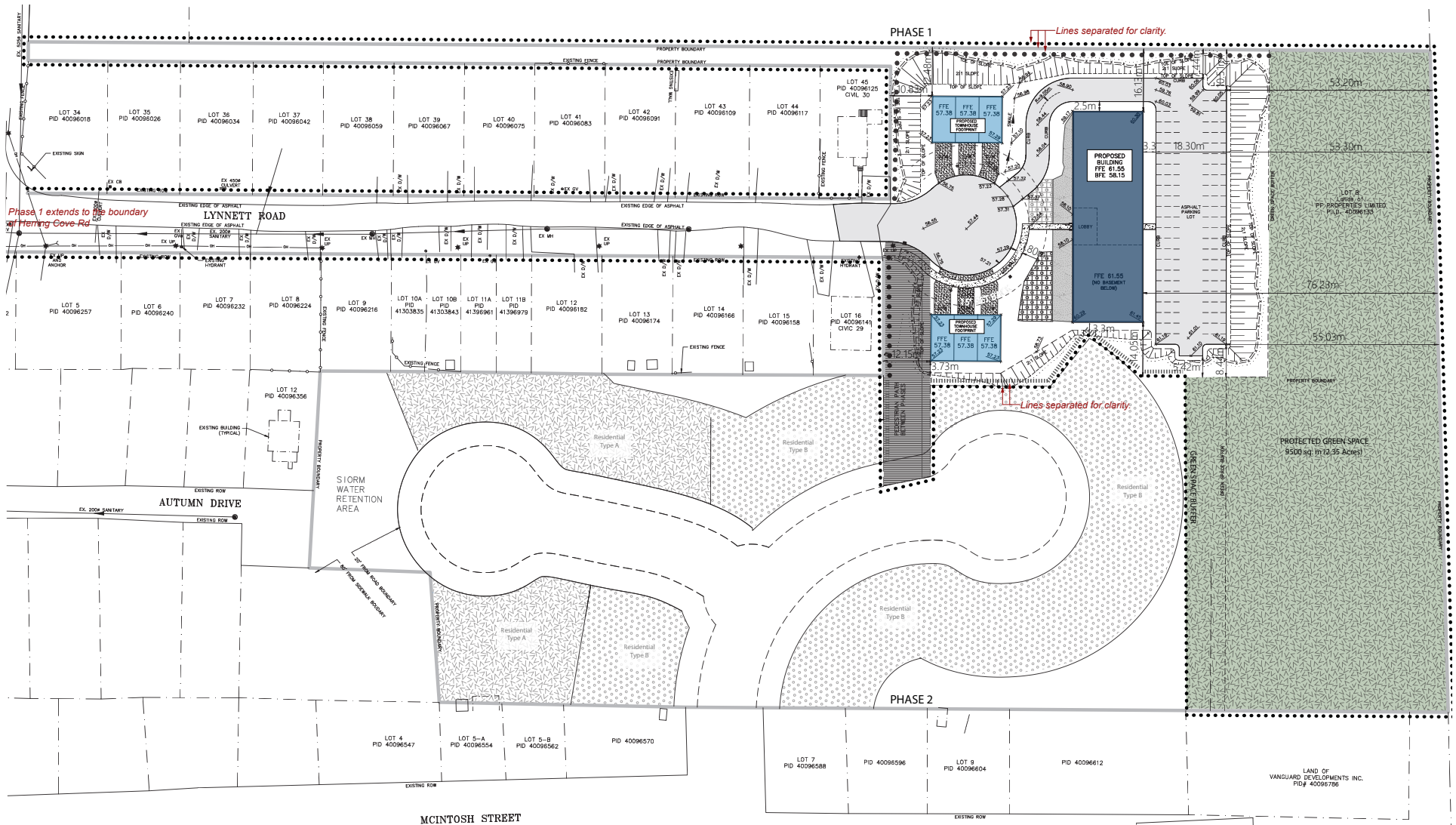
A Commissioner of the Supreme Court  
of Nova Scotia

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 Iain MacLean, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

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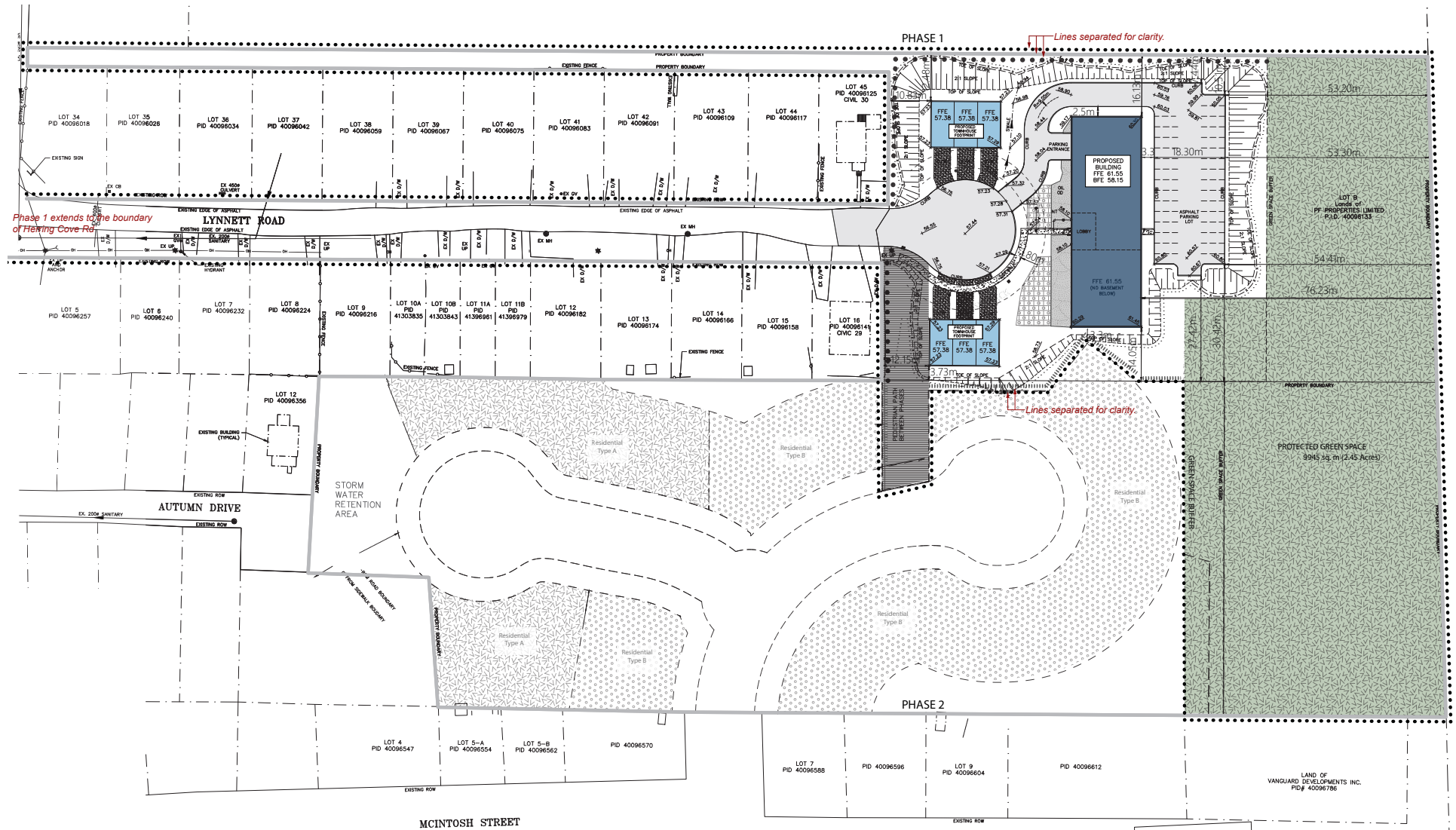
A Commissioner of the Supreme Court  
of Nova Scotia



**LEGEND**

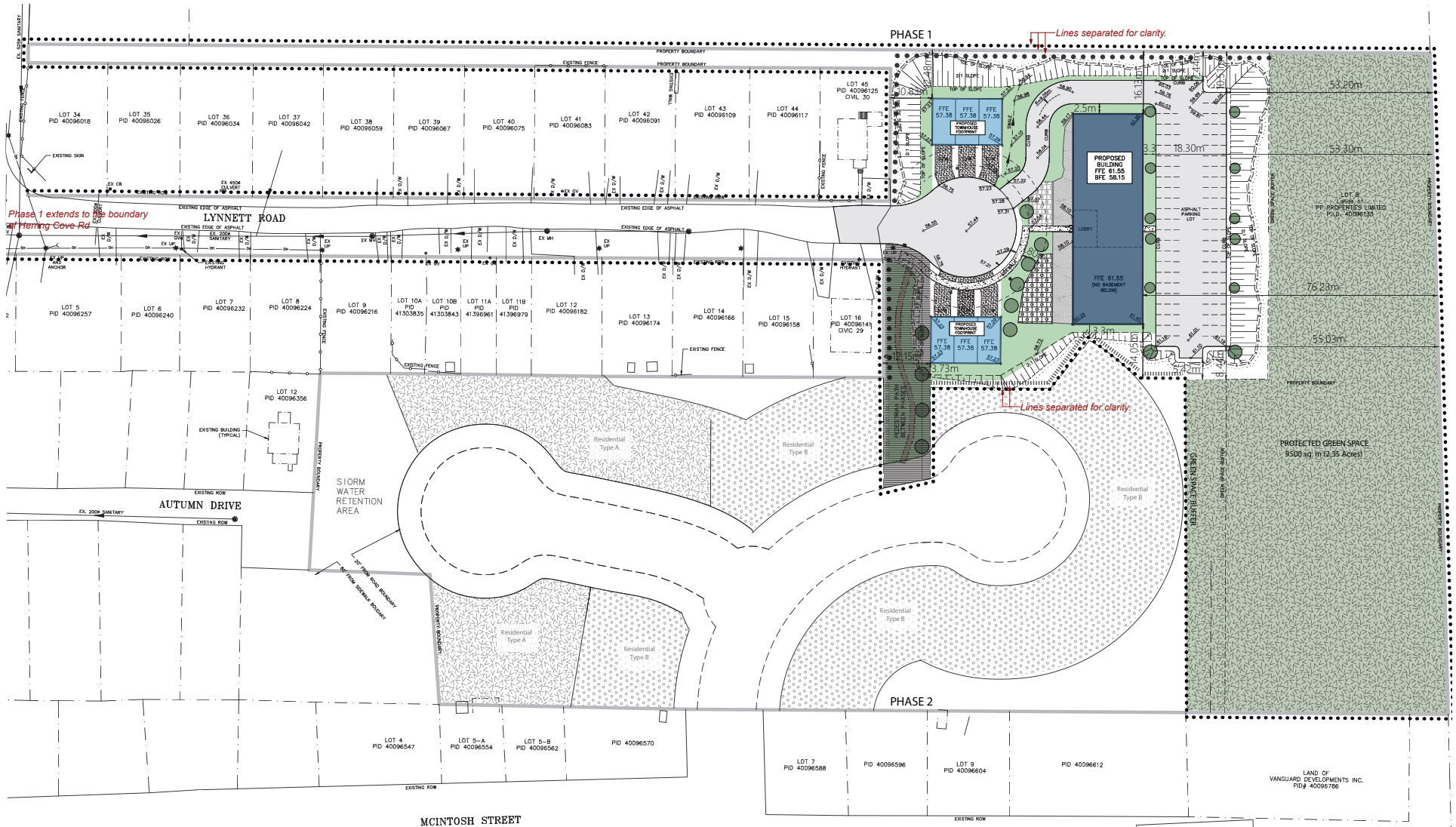
PROPERTY BOUNDARY <i>(See note)</i>	PHASE BOUNDARY <i>(See note)</i>	ORNAMENTAL PLANTING	ORNAMENTAL TREE
PHASE 1 PRIVACY SCREEN <i>(See note)</i>	PHASE 2 PRIVACY SCREEN <i>(See note)</i>	HARDSCAPED AMENITY AREA	LAWN OR GROUND COVER
CRUSHER DUST TRAIL		EASEMENT FOR HALIFAX	





**LEGEND**

	PROPERTY BOUNDARY <i>(See note)</i>		ORNAMENTAL PLANTING
	PHASE BOUNDARY <i>(See note)</i>		ORNAMENTAL TREE
	PHASE 1 PRIVACY SCREEN <i>(See note)</i>		HARDSCAPED AMENITY AREA
	PHASE 2 PRIVACY SCREEN <i>(See note)</i>		LAWN OR GROUND COVER
	CRUSHER DUST TRAIL		EASEMENT FOR HALIFAX

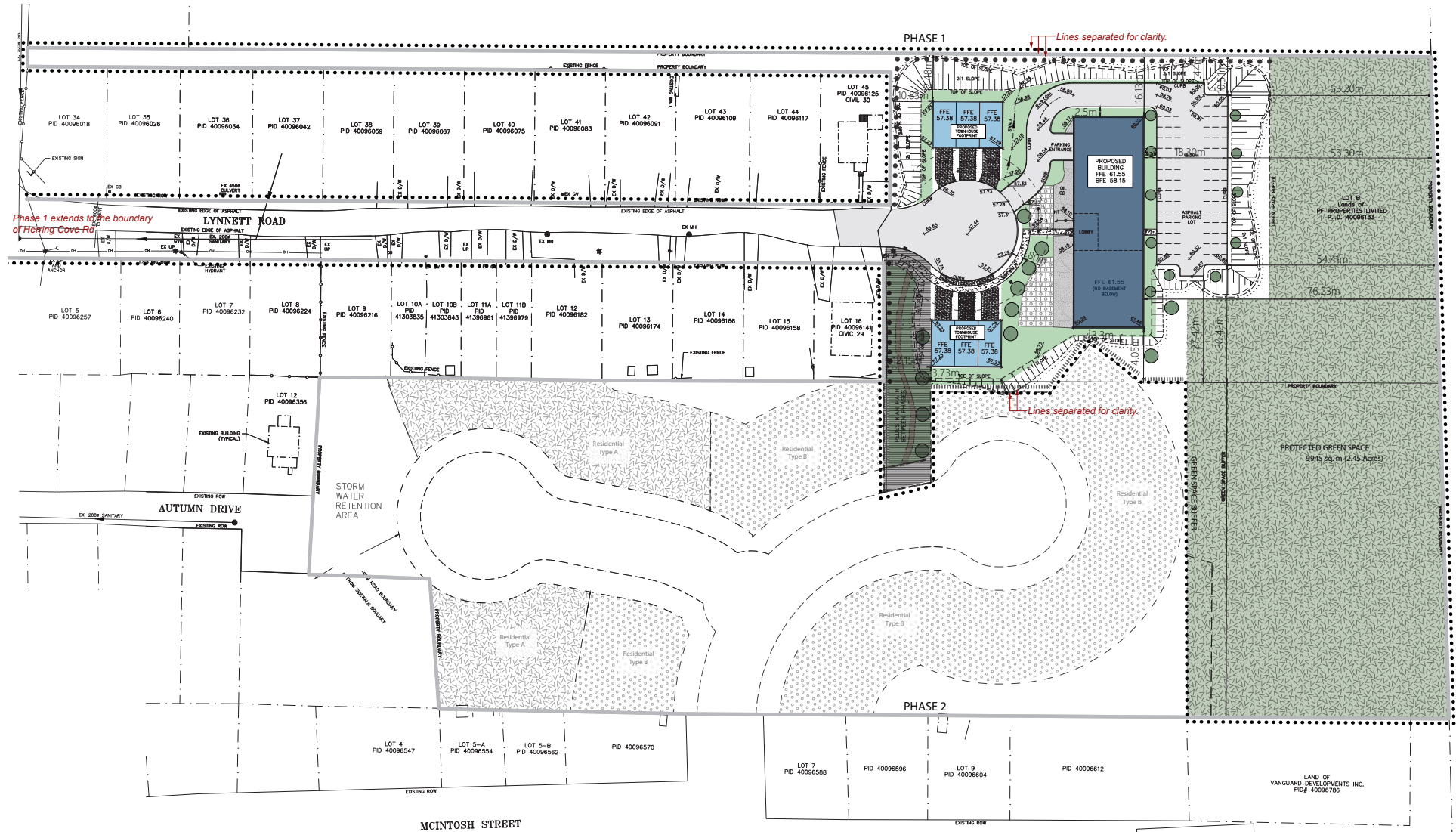


**LEGEND**

	PROPERTY BOUNDARY <i>(See note)</i>		ORNAMENTAL PLANTING
	PHASE BOUNDARY <i>(See note)</i>		ORNAMENTAL TREE
	PHASE 1 PRIVACY SCREEN <i>(See note)</i>		HARDSCAPED AMENITY AREA
	PHASE 2 PRIVACY SCREEN <i>(See note)</i>		LAWN OR GROUND COVER
	CRUSHER DUST TRAIL		EASEMENT FOR HALIFAX



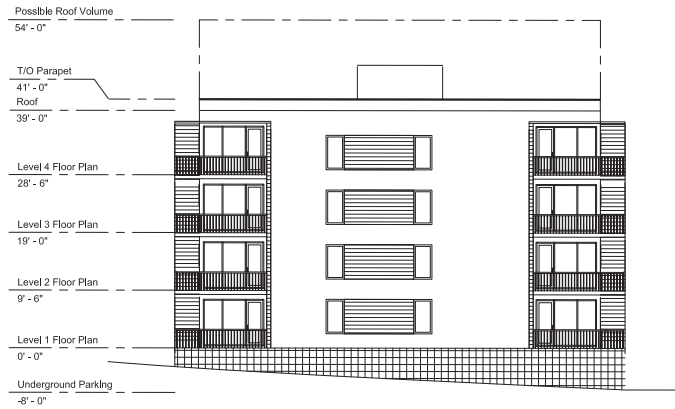




**LEGEND**

	PROPERTY BOUNDARY <i>(See note)</i>		ORNAMENTAL PLANTING
	PHASE BOUNDARY <i>(See note)</i>		ORNAMENTAL TREE
	PHASE 1 PRIVACY SCREEN <i>(See note)</i>		HARDSCAPED AMENITY AREA
	PHASE 2 PRIVACY SCREEN <i>(See note)</i>		LAWN OR GROUND COVER
	CRUSHER DUST TRAIL		EASEMENT FOR HALIFAX

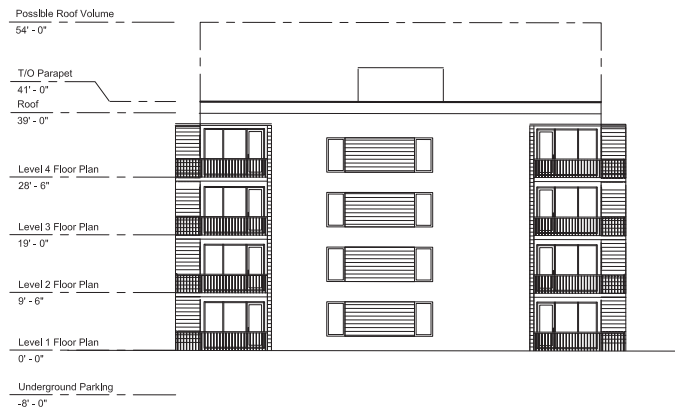




South Elevation



East Elevation



North Elevation

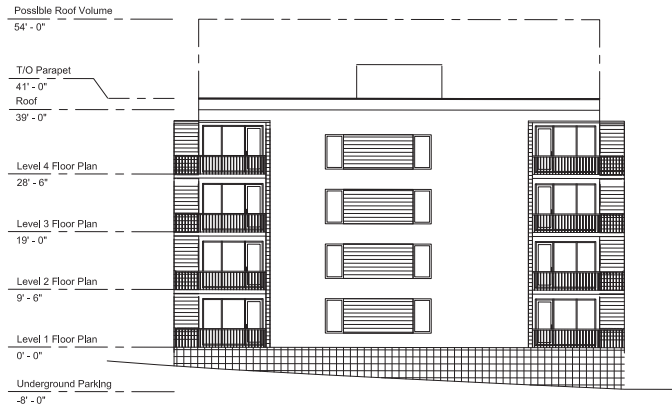


West Elevation

Note:

\* Indication of building height only. Current design uses low slope roof as shown, possible volume of gabled roof to be decided.

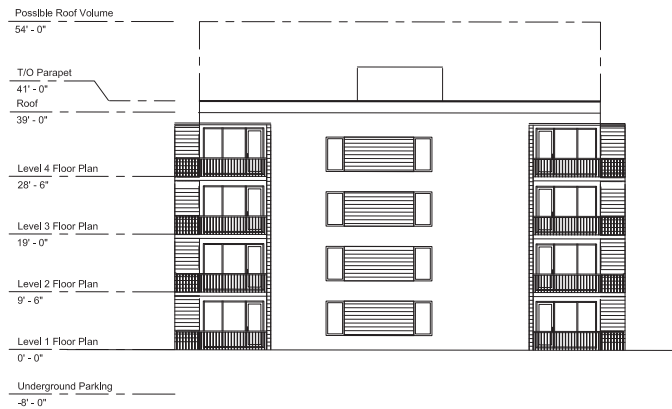




South Elevation



East Elevation



North Elevation



West Elevation

Note:

\* Indication of building height only. Current design uses low slope roof as shown, possible volume of gabled roof to be decided.



**Attachment B: Review of Relevant MPS Policies**

<b>Halifax MPS- Section X: Mainland South Secondary Municipal Planning Strategy (SMPS) Residential Environments</b>	
<b>Policy</b>	<b>Staff Comment</b>
<p><b>Policy 1.5</b>  <i>Areas designated as "Residential Development District" on the Generalized Future Land Use Map shall be residential development areas planned and developed as a whole or in phases under a unified site design, providing a mixture of residential uses and related recreational, commercial and open space uses, with an emphasis on a mix of dwelling unit types.</i></p>	<p>The approved agreement has various housing types within two different phases of development, including multi-unit, townhome and single family homes.</p>
<p><b>Policy 1.5.1</b>  <i>Pursuant to Policy 1.5, the Land Use By-law shall provide a new zone, the Residential Development District, within which "Low-Density Residential" development and public community facilities shall be permitted and other development shall be permitted only under the contract development provisions of the Planning Act and the requirements in Schedule I.</i></p>	<p>See below.</p>

<b>Halifax MPS- Section X: Mainland South Secondary Municipal Planning Strategy Schedule I- Guidelines for Residential Development District (RDD)</b>	
<p><i>Pursuant to Policy 1.5.1, contract development in any area designated "Residential Development District" on the Generalized Future Land Use Map must conform with the following guidelines:</i></p>	
<b>Schedule I Development Standards</b>	<b>Staff Comment</b>

<p><i>Uses which may be permitted:</i></p> <ol style="list-style-type: none"> <li>1. <i>Residential Uses</i></li> <li>2. <i>Community Facilities</i></li> <li>3. <i>Institutional Uses</i></li> <li>4. <i>Neighbourhood Commercial Uses</i></li> <li>5. <i>Commercial Convenience Centres</i></li> </ol>	<p>Residential uses are permitted.</p>
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<b>Site Development Guidelines</b>	
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<b>Policy</b>	<b>Staff Comment</b>
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<p><i>5. Residential</i></p> <p><i>- a density of twenty-two persons per gross acre shall be permitted. Proposals in excess of twenty-two persons per gross acre may be considered provided that no development shall exceed the capacity of existing or proposed sewers. In calculating the permissible density of any project, the capacities available to the drainage area shall be considered.</i></p> <p><i>- no more than 15 percent of any area covered by a development agreement may be developed for apartment uses including the building(s), ancillary parking, open space, and landscaping.</i></p> <p><i>- the design and layout of the portion of new residential developments abutting existing residential areas shall endeavour to protect the character and scale of these areas by attention to such matters as use of open space, landscaping, and ensuring adequate transition between areas of differing building forms and densities.</i></p>	<p>- The approved development agreement meets the density guideline at 19 persons per acre. There are no changes to the density or unit count as part of the amendments.</p> <p>- The multi-unit building in the approved development agreement meets the coverage requirement. There are no changes to the coverage as part of the amendments.</p> <p>- The housing types and unit counts as approved in the original development agreement are not proposed to change. The layout of the housing types on the property have been changed, however the height and massing remains in keeping with the surrounding mixed housing-type (singles, semis, and multis) neighborhood.</p> <p>The multi-unit building repositioning is approximately 60 feet from the original approved footprint, however will still have minimal impact on the character and scale of the area and is no closer to the existing residential than before.</p>
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	<p>The townhome unit repositioning in front of the multi-unit building provides an appropriate transition in housing type that did not exist in the approved agreement. The townhomes provide a physical buffer from the single family existing homes along Lynnett Drive, to the multi-unit. Previously, an above ground parking lot was the only existing buffer between the single family housing and the multi-unit building.</p> <p>Additionally, proposed landscaping and screening will provide adequate transition to neighboring properties.</p>
<p><i>6. Commercial</i></p> <p><i>- neighbourhood commercial uses are permitted at or near the intersection of local streets, and on the ground floor of high-density residential buildings. In addition, consideration may be given for a commercial convenience centre, except in the RDD areas generally west of the Herring Cove Road and south of Leiblin Drive. The amount of gross leasable space may be limited to ensure that the development primarily serves the adjacent neighbourhoods. The intent is to provide for a range of uses such as retail, rental and personal service, household repair shops, service stations, restaurants and office uses. The additional matters to be considered are found in the guidelines of Policy 3.7 of Section II.</i></p>	<p>N/A</p>
<p><b>Landscaping and Open Space</b></p>	
<p><i>7. At least 5 percent of the area of the district development must be useable, landscaped, open space.</i></p>	<p>The approved development provides a total of 7.7% of landscaped open space in the form of landscaped areas surrounding the multiple unit dwelling and adjacent</p>

	<p>townhomes, and yards within single unit dwellings and townhome lots.</p> <p>A minimum of 2.35 acres of protected greenspace is included in this proposal.</p>
<p><i>8. No residential or accessory building shall be constructed within 50 feet of any lake, watercourse, or water body. No commercial or accessory structure shall be constructed within 100 feet of any lake, watercourse, or water body.</i></p>	<p>Clauses in the original agreement regulate this.</p>
<p><i>9. Any proposal to construct a community facility or institutional use within 100 feet of the water's edge should ensure, through the use of landscaping or other means, that adverse effects on water quality will be avoided or ameliorated during and after construction.</i></p>	<p>N/A</p>
<p><i>10. A landscape plan shall be submitted as part of the approval process and the preservation of natural amenities, including rock outcroppings, groves of trees, mature trees, ponds, streams, shores, and wetlands should be preserved whenever possible.</i></p>	<p>A preliminary landscape plan has been provided and a final landscape plan will need to be submitted for approval prior to the issuance of a development permit (this is required under the existing agreement, and will remain a requirement)</p> <p>A 2.3 acre non-disturbance area has been provided at the rear portion of the development which preserves a significant portion of the area which is governed under the existing agreement. An additional approximate 2315 square feet of protected greenspace is included in this proposal.</p>
<p><b>Circulation</b></p>	
<p><i>11. Access to arterial or collector streets should be such that additional traffic along local streets in residential neighborhoods adjacent to the development is minimized.</i></p>	<p>No issues with traffic have been identified.</p>

<p>12. Where common parking areas are provided, they should be so aligned as to restrict through traffic.</p>	<p>Only a single access is proposed to the multi-unit dwelling. Townhome dwellings have access proposed to the cul-de-sac-bulb. No through traffic.</p>
<p><b>General</b></p>	
<p>13. The minimum required site size for a contract within this area shall be three acres.</p>	<p>The site is approximately 10.6 acres.</p>
<p>14. Municipal infrastructure must be adequate to service any proposed development.</p>	<p>The developer will need to provide evidence capacity exists at the time of permit.</p>

<p align="center"><b>Halifax Municipal Planning Strategy Section X: Mainland South Secondary Municipal Planning Strategy (SMPS) Environment</b></p>	
<p><b>Policy</b></p>	<p><b>Staff Comment</b></p>
<p><i>7.1 Environmental sensitivity shall be considered as of the degree of susceptibility of natural areas to deleterious effects of urban development. Areas of high sensitivity are identified on the Environmental Sensitivity Maps. These maps shall be used as general resource documents in evaluating zone changes and contract development applications.</i></p>	<p>A portion of the subject site falls within the 25% and greater slope area as identified on Map 3b- Environmental Sensitivity- Slopes. No development has been proposed within this area and it has been identified as a non-disturbance area within the existing approved agreement.</p>
<p><i>7.3 Where development proposals are being considered through rezoning or development agreement, the City shall protect environmentally sensitive areas.</i></p>	<p>See 7.1 staff comment above.</p>
<p><i>7.4 The City shall require setbacks for new development adjacent to lakes, water courses or waterbodies for the purposes of maintaining and enhancing a high quality lakes and waterways system for development considered pursuant to Policy 1.5.1.</i></p>	<p>Setbacks from watercourses are regulated through the Halifax Mainland Land Use By-Law requirements.</p>