



P.O. Box 1749  
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**Item No. 13.1.4**  
**Harbour East-Marine Drive Community Council**  
**Special Meeting**  
**June 24, 2021**

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

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

**DATE:** May 25, 2021

**SUBJECT:** **Case 21584: Development Agreement for lands at 18 Rosedale Drive, and Floral Avenue, Dartmouth**

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**SUPPLEMENTARY REPORT**

**ORIGIN**

November 12, 2020 motion of the Harbour East-Marine Drive Community Council to defer consideration of case 21584 as follows:

*THAT Harbour East-Marine Drive Community Council defer consideration of Case 21584 pending a supplemental report on the following:*

- 1. What the as-of-right options for the development of the property could look like under the Centre Plan; and*
- 2. Whether the applicant is willing to consider any potential revisions to the project to better address massing on site, particularly with regards to the Hester, Floral, and Fraser Street sides.*

***MOTION PUT AND PASSED.***

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

It is recommended that Harbour East-Marine Drive Community Council:

1. Refuse the proposed development agreement enabling the development of a mixed-use building with nine and eleven storey towers on a shared podium, as set out in Attachment A of the staff report dated August 5, 2020.

## **BACKGROUND**

On November 12, 2020 Harbour East-Marine Drive Community Council was presented with a staff report, dated August 5, 2020, for a request to enter into a development agreement on lands at 18 Rosedale Drive and Floral Avenue, Dartmouth. The staff report outlined a proposed development agreement for a mixed use building with nine and eleven storey towers on a shared podium and highlighted inconsistencies with the existing policies relating to the character of the neighbourhood in terms of height, mass and scale and the existing urban form of the surrounding neighbourhood.

Staff also provided a presentation (dated November 12, 2020) to the Community Council outlining the development proposal, the local site context on Rosedale Drive and Floral Avenue as well as the proposed site plan with architectural renderings. The presentation was concluded by an outline of staff's recommendation to refuse the proposed development agreement due to inconsistency with the intent of the Dartmouth Municipal Planning Strategy.

The August 5, 2020 staff report can be found at the following link:

<https://www.halifax.ca/sites/default/files/documents/city-hall/community-councils/201112hemdcc1313.pdf>

## **DISCUSSION**

Council requested the applicant consider changes to their proposal and that staff provide an overview of what could be considered through an 'as-of-right' process based on Centre Plan regulations.

Attachment A of this report contains a revised Development Agreement which includes some of the changes requested to better address the building massing as described in Community Council's motion.

Attachment B of this report contains illustrations of what the as-of-right options under the Regional Centre (Package A) Land Use Bylaw. The required recommendations and the associated implementations are summarized below:

**On "whether the applicant is willing to consider any potential revisions to the project to better address massing on site, particularly with regards to the Hester, Floral, and Fraser Street sides", staff offers the following for Council's consideration:**

The applicant has considered the motion from Community Council and has indicated they are agreeable to a revised proposal (Attachment A). The original proposal consisted of an 11-storey building being located 17.67 metres from the side yard of the nearest property on Floral Avenue to the west. This portion of the 11-storey building did not originally contain a streetwall or stepback along this elevation. The revised proposal has added a modest 4 storey addition to this façade in an attempt to create a more human scaled interface with the adjacent home on Floral Avenue. The addition protrudes 2.13 metres from the main building compared to the 3 metre streetwall stepbacks at the Rosedale Drive façades. The four storey portion of the proposed building is now located 14.43 metres from the side yard of the nearest property on Floral Avenue. This change was made so as to provide a more appropriate transition to the low-density residential uses to the west of the subject site.

In response to Council's motion, the applicant has provided cross sections of the building massing (Attachment C) through Rosedale Drive to Hester Street. Each of the two cross sections illustrates the building mass of the proposed development agreement in comparison to the building mass permitted under Centre Plan in relation to the property at 24 Hester Street.

The August 5, 2020 staff report rationalized where the proposed building form falls short of meeting the compatibility and consistency considerations of Policy IP-1(c). The applicant has responded to these considerations with the addition of a four (4) storey streetwall to better transition to the existing low-rise buildings on Floral Avenue. The staff report characterized the four (4) storey streetwall facing Rosedale Drive as too tall to function as a transition to the surrounding one and two storey low rise buildings. However, the context is different at Floral Avenue where the existing buildings are two and two and one-half storeys; most with peaked roofs that give extra height. On this Floral Avenue frontage, the proposed transition may be more fluid where the height differential between this site and adjacent buildings would

be reduced. This partially addresses the local compatibility item but staff advise that this does not equate to overall neighbourhood consistency as required in MPS policy.

**On “what the As-of-Right Options for the development of the property could look like under the Centre Plan”, staff offers the following for Council’s consideration:**

Under the Regional Centre Secondary Municipal Planning Strategy (MPS) and Land Use By-law (LUB), the subject site is designated Higher Order Residential, is zoned HR-1 (Higher Order Residential 1), and allows a Maximum Height of 20m. There is no maximum Floor Area Ratio (FAR) for the subject site. The LUB requires every building to be on an individual lot within the HR-1 Zone.

Attachment B shows theoretical building modeling for 2 options on the subject site. The model drawing presented by the applicant at the October 30, 2019 public information meeting for comparison purposes is not shown because it was determined, with input from staff the Centre Plan team, that the previously displayed building form did not follow the Centre Plan Land Use By-law requirements.

Illustration 1: The buildings within this example illustrate larger building massing in an effort to maximize the amount of floor area within the development. The assumption has been made that the lands would be subdivided into 2 lots, which has been confirmed to be consistent with by-law regulations. The total approximate floor area for Option 1 is 30,222 sq. metres in a uniform 6 storey building form.

Illustration 2: Additionally, this concept yielded some additional floor space as compared against the concept proposed in the November 2020 staff report. The assumption has been made that the lands would be subdivided into 3 lots, which has been confirmed to be consistent with by-law regulations. The total approximate floor area for Option 2 is 29,067square metres.

As a source of comparison, the floor area within the Revised Proposed Development Agreement found in Attachment A of this report is approximately 23,225 square metres. While the above information has been provided as requested in the November 12, 2020 Council motion, staff advise that Council’s decision on the proposed development agreement is to be based on their assessment of the project against the policies of the Dartmouth MPS as outlined in the August 5, 2020 staff report.

**Conclusion**

While the changes proposed by the applicant in Attachment A of this supplementary report do bring the proposal closer to the intent of policy, staff advise that in staff’s opinion, the development still does not reasonably carry out the intent of the Dartmouth Municipal Planning Strategy. Where policies require new development to be both compatible and consistent with existing development in the surrounding area, the proposal remains as a significant shift in building height, building mass, and project density. As such, staff recommend that Council refuse the proposed 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, letters mailed to property owners within the notification area and a public information meeting held on October 30, 2019.

### **FINANCIAL IMPLICATIONS**

There are no financial implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this development agreement. The administration of the development agreement can be carried out within the approved 2021-2022 operating budget for Planning and Development.

### **RISK CONSIDERATION**

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

### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications are identified.

### **ALTERNATIVES**

1. Harbour East Marine Drive Community Council may choose to approve the development agreement, as contained in Attachment A of the report dated August 5, 2020. In selecting this alternative, Council must:
  - a. Give Notice of Motion to consider the proposed development agreement as set out in Attachment A of the report dated August 5, 2020 and schedule a public hearing;
  - b. Approve the proposed development agreement, which shall be substantially of the form as set out in Attachment A of the report dated August 5, 2020; and
  - c. Require the 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.

A decision of Council to approve or refuse to approve the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

2. Harbour East Marine Drive Community Council may choose to approve the revised development agreement as set out in Attachment A to this Supplementary Report. In selecting this alternative, Council must:
  - a. Give Notice of Motion to consider the proposed development agreement as set out in Attachment A of this supplementary report dated and schedule a public hearing;
  - b. Approve the proposed development agreement, which shall be substantially of the form as set out in Attachment A of this supplementary report; and
  - c. Require the 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.

A decision of Council to approve or refuse to approve the development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

3. Harbour East Marine Drive 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 further supplementary report or another public hearing.

### **ATTACHMENTS**

Attachment A	Revised Proposed Development Agreement
Attachment B	As-of-Right Options (Centre Plan Package A)
Attachment C	Cross Sections

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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: Darrell Joudrey, Planner II, 902.225.8630  
Carl Purvis, Planning Applications Program Manager, 902.292.3045

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**Attachment A: Revised Proposed Development Agreement**

THIS AGREEMENT made this      day of **[Insert Month]**, 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 located at 18 Rosedale Drive and 24 Rosedale Drive, Dartmouth and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement to allow for a mixed use development having 9 storey and 11 storey buildings connected by common private amenity space on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 10.25 of the Regional Centre Secondary Municipal Planning Strategy, and Policies IP-1(c) and IP-5 of the Dartmouth Municipal Planning Strategy;

**AND WHEREAS** the Harbour East Marine Drive Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case 21584;

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

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## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

- 1.1.1 The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Halifax Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Dartmouth Land Use By-law shall not be permitted.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the applicable Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater, sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

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

### **1.5 Costs, Expenses, Liabilities and Obligations**

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

### **1.6 Provisions Severable**

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

## **1.7 Lands**

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

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

### **2.2 Definitions Specific to this Agreement**

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

(a) "Class "A" Bicycle Parking" means each parking space shall:

- (i) have a minimum door opening of 0.6m, be no less than 1.8m long and 1.2m in height, with an aisle width of not less than 1.5m. Bicycle rooms and cages for the storage of multiple bicycles shall contain Class B racks so that individual bicycles are supported; and
- (ii) not be located beyond 200m from an entrance.

(b) "Class "B" Bicycle Parking" means each parking space shall:

- (i) be a minimum of 0.6m wide and 1.8m long;
- (ii) have a minimum overhead clearance of 2.0m;
- (iii) be located a minimum of 0.6m from any wall or other obstruction;
- (iv) be provided with an aisle of not less than 1.2m in width, to be provided and maintained beside or between each row of bicycle parking;
- (v) be located no more than 15m from an entrance. Where there are shelters such as building awnings or overhangs or special purpose-designed shelters that protect bicycles from the elements, bicycle parking may be located up to 30m from an entrance; and
- (vi) be located at ground level and visible to passers-by or building security personnel. Where not immediately visible to passers-by, directional signage shall be provided.

(c) "Food Stores" means a retail establishment with at least 200 square metres of floor area that primarily sells food, including the accessory sale of food being prepared on-site, and that may also sell other convenience and household goods, but excluding a farmers' market use.

(d) "Local Office" means premises in which a person transacts the affairs of a business, profession, service, industry, or government, excluding a home office or a home occupation.

(e) "Personal Service Shops" means services for the needs of individuals or pets, such as grooming and haircutting, tailoring and shoe repair, tattooing, depots for collecting dry cleaning and laundry, laundromats, warming and cooling centres, food banks, soup kitchens, drop-in centres, funeral homes, and the retail sale of products accessory to any service provided. Veterinary facilities, kennels, pet daycare uses and crematoria are not considered a personal service use.



- (f) "Restaurant" means a building or part of a building wherein food is prepared and offered for sale to the public primarily for consumption within the building and may include a take-out area. A full-service restaurant is characterized by the provision of table service, including buffet service and may also be licensed to serve alcoholic beverages.
- (g) "Setback" means a required distance between a lot line and the nearest exterior wall of a building.
- (h) "Streetline" means a lot line that divides a lot from a street or private road.
- (i) "Streetwall" means the wall of a building or portion of a wall of a building facing a streetline below the height of a specified stepback or angular plane, that does not include minor recesses for elements for such elements as doorways or intrusions such as bay windows.
- (j) "Streetwall height" means the vertical distance between the established street line grade and the highest point of the top of the streetwall, extending across the width of the streetwall.
- (k) "Streetwall setback" means the required distance between the streetwall and the streetline.
- (l) "Stepback" means a specified horizontal recess from the front edge of the top of a streetwall.
- (m) "Tower width" means the total horizontal distance between the outermost edges of the building wall or walls facing a street and does not include balconies.
- (n) "Retail Use" means premises used for the selling or renting of merchandise, including second-hand goods, directly to consumers.

### **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

#### **3.1 Schedules**

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Municipal Case 21584:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan (Revised)
Schedule C	Landscape Plan (Revised)
Schedule D	Parking Level 1 (Revised)
Schedule E	Main Level (Revised)
Schedule F	Building A: Level 5 Amenity Space (Revised)
Schedule G	Building A: Hester Street Elevation
Schedule H	Building A: Fraser Street Elevation
Schedule I	Building A: Rosedale Drive Elevation
Schedule J	Building A: Courtyard Elevation
Schedule K	Building B: Level 6 Amenity Space (Revised)
Schedule L	Building B: Hester Street Elevation (Revised)
Schedule M	Building B: Floral Avenue Elevation (Revised)
Schedule N	Building B: Rosedale Drive Elevation (Revised)
Schedule O	Building B: Courtyard Elevation

### **3.2 Requirements Prior to Approval**

- 3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) A detailed Site Disturbance Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement;
  - (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement; and
  - (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement.
- 3.2.2 Prior to the issuance of a Development Permit, the Developer shall submit a final subdivision application, in accordance with subsection 3.6 of this Agreement. No Development Permit shall be issued until the subdivision application is approved by the Development Officer.
- 3.2.3 Prior to the issuance of the first Municipal Occupancy Permit for the Building, the Developer shall provide the Development Officer written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan.
- 3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.3 Description of Land Use**

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) Two multiple unit residential buildings with ground floor commercial referred to as Buildings A and B;
  - (b) Residential units:
    - (i) a maximum of 105 residential dwelling units shall be permitted within Building A;
    - (ii) a maximum of 100 residential dwelling units shall be permitted within Building B; and
    - (iii) notwithstanding 3.3.1(b)(i) and (ii) above each building may increase the total number of units by up to 5% provided that the building mass and form has not changed, and there is no reduction in the parking and amenity space.
  - (c) Main Level uses in Building A and B shall be limited to commercial uses, a residential entrance lobby (having elevator access) and residential units.
  - (d) Main Level commercial use:
    - (i) shall permit food stores, local offices (including public offices), retail, personal service shops and restaurants;
    - (ii) shall be a maximum of 190 square metres of commercial space permitted on the ground floor of Building A;
    - (ii) shall be a maximum of 150 square metres of commercial space permitted on the ground floor of Building B; and
    - (iii) commercial areas shall have frontage at Rosedale Drive or access onto the landscaped courtyard between Buildings A and B; and
    - (iv) uses accessory to any of the foregoing uses.
  - (e) The floors above the Main Level shall only include residential use, indoor and outdoor amenity space and residential accessory uses;

- (f) Landscaped courtyard common amenity space having frontage at Rosedale Drive and extending between Buildings A and B;
- (g) Entry plaza and private patios at Floral Avenue;
- (h) Common indoor amenity space:
  - (i) A minimum of 145 square metres of common indoor amenity space shall be provided at Building A;
  - (ii) A minimum of 150 square metres of common indoor amenity space shall be provided at Building B; and
  - (iii) notwithstanding 3.3.1(h)(i) and (ii) above the common indoor amenity space area provided in each building may be reduced by up to 5%.
- (i) Rooftop amenity space:
  - (i) A minimum of 1100 square metres of common rooftop amenity space shall be provided at Building A on Level 4 and Level 5, and any amenity space shall be a minimum of 40 square metres;
  - (ii) A minimum of 340 square metres of common rooftop amenity space shall be provided at Building B as shown on Schedule K; and
  - (iii) notwithstanding 3.3.1(j)(i) and (ii) above the rooftop amenity space area provided by each building may be reduced by up to 5%.
- (j) A minimum of 184 parking spaces shall be provided in the below grade parking of the multiple unit buildings. Notwithstanding the provision for a minimum 184 parking spaces this may be increased by a ratio of 1.1% spaces per additional dwelling unit provided under 3.3.1(b)(iii) above.
- (k) Bicycle parking shall be provided at the ratio of 0.5 spaces per dwelling unit with 80% Class A, 20% Class B and shall be located at Parking Level 1. All bicycle parking spaces shall be located on hard surfaces in areas that are visible and well illuminated.

3.3.2 The Development Officer may permit unenclosed structures attached to a main building such as steps and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the applicable Land Use By-law, as amended from time to time.

### **3.4 Building Siting, Bulk and Scale**

3.4.1 Maximum lot coverage shall be 42%.

3.4.2 The streetwall setbacks of Buildings A and B shall be as generally shown on the Schedules of this agreement.

3.4.3 All portions of Building B above grade be setback:

- (a) a minimum of 14m from the Floral Avenue property line excluding any above grade portions of the underground parking; and
- (b) a minimum of 13m from the Hester Street property line.

3.4.4 Building heights:

- (a) The maximum height of Building A measured from the floor of Level 1 to the top of the roof slab, excluding elevator overruns, parapets, railings and rooftop mechanical, and shall not exceed 29m; and
- (b) The maximum height of Building B measured from the floor of Level 1 to the top of the roof slab, excluding elevator overruns, parapets, railings and rooftop mechanical, shall not exceed 37m.

3.4.5 Streetwall heights:

- (a) the maximum streetwall height of the podium for Building A shall not exceed 11m at the Rosedale Drive elevation; and

- (b) the maximum streetwall height of the podium for Building B shall not exceed 14m at the Rosedale Drive elevation.
- 3.4.6 The stepback from the top front edge of the streetwall to the façade of Building A shall be a minimum of 3m.
- 3.4.7 The portion of Building B closest to the Floral Street property line shall be a maximum height of 14m. Portions of the building above 14m shall be stepped back a minimum of 2m before reaching its allowable maximum height.
- 3.4.8 The maximum tower width of Building A:
  - (a) at the Rosedale Drive and Hester Street facing elevations shall not exceed 36m; and
  - (b) at the Fraser Street and courtyard facing elevations shall not exceed 23m.
- 3.4.9 The maximum tower width of Building B:
  - (a) at the Rosedale Drive and Hester Street facing elevations shall not exceed 42m; and
  - (b) at the Floral Street and courtyard facing elevations shall not exceed 20m.
- 3.4.10 The Development Officer may permit a 5 % increase to the provisions identified in Subsections 3.4.3, 3.4.4 and 3.4.5 provided the intent and all other specific provisions of this Agreement have been adhered to; and
- 3.4.11 Where 0.0m setbacks are permitted, they are subject to a detailed review by the Development Officer to ensure compliance with all relevant building codes and by-laws. Any excavation, construction or landscaping will be carried out in a safe manner, with the appropriate measures put into place to ensure the protection and preservation of the adjacent properties.

### **3.5 Architectural Requirements**

- 3.5.1 The main entrances to building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. At least one main entrance into retail space of both Building A and Building B shall face Rosedale Drive. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.
- 3.5.2 The façades facing Rosedale Drive, Floral Avenue, Hester Street and Fraser Street shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.5.3 Any exposed architectural concrete or foundation in excess of 0.15m in height and 1.0 square metres in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.4 Exterior building materials shall not include vinyl siding.
- 3.5.5 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.
- 3.5.6 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Rosedale Drive, Floral Avenue, Hester Street and Fraser Street or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the

building and the adjacent residential properties unless screened as an integral part of the building design. This shall exclude individual residential mechanical systems.

- 3.5.7 The first floor façades of buildings where ground floor commercial uses are present shall be a minimum 50% windows, glass doors or clear glazing to provide views of the interior of the building.
- 3.5.8 Fixed or retractable awnings shall be permitted at ground floor levels.
- 3.5.9 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- 3.5.10 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along long facades to provide shelter and encourage pedestrian movement.

### **3.6 Subdivision of the Lands**

- 3.6.1 Subdivision applications shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law and the Development Officer shall grant subdivision approval subject to and in accordance with the following terms and conditions:
  - (a) No Development Permit shall be issued until the Subdivision is approved; and
  - (b) A subdivision plan shall consolidate the properties so that that Buildings A and B are on one lot.

### **3.7 Parking, Circulation and Access**

- 3.7.1 The below grade parking area shall be accessed as shown on Schedules D and E.
- 3.7.2 The below grade parking area shall provide a minimum of 184 parking spaces.

### **3.8 Outdoor Lighting**

- 3.8.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

### **3.9 Landscaping**

- 3.9.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition). All landscape construction on the site shall conform to the Canadian Landscape Standard.
- 3.9.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Landscape Plan shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect (a full member of Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.9.3 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer 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.

3.9.3 Notwithstanding Subsection 3.2.3, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply 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 the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.10 Maintenance**

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

3.10.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

### **3.11 Signs**

3.11.1 The sign requirements shall be accordance with the applicable Land Use By-law as amended from time to time.

3.11.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.

### **3.12 Temporary Construction Building**

3.12.1 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

### **3.13 Screening**

3.13.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Rosedale Drive, Floral Avenue, Hester Street and Fraser Street and residential properties along the west-south-westerly property line. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.13.2 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Rosedale Drive, Floral Avenue, Hester Street and Fraser Street or incorporated in to the architectural treatments and roof structure.

3.13.3 Any mechanical equipment shall be screened from view from Rosedale Drive, Floral Avenue, Hester Street and Fraser Street with details such as a combination of fencing and landscaping elements.

### **3.14 Hours of Operation**

- 3.14.1 The commercial uses shall be permitted to operate between the hours of 7:00 am and 11:00 pm seven days of the week.
- 3.14.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 10:00pm.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

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

### **4.2 Off-Site Disturbance**

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

### **4.3 Undergrounding Services**

- 4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to all buildings shall be underground installation.

### **4.4 Solid Waste Facilities**

- 4.4.1 The building shall include designated space for five (5) stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time.
- 4.4.2 Refuse containers and waste compactors shall be confined to the loading areas of each building and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.4.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

### **5.1 Private Storm Water Facilities**

- 5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

## **5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan**

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
  - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
  - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

## **5.3 Archaeological Monitoring and Protection**

- 5.3.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

## **5.4 Sulphide Bearing Materials**

- 5.4.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

- 6.1.1 The following items are considered by both parties to be non-substantive and may be amended by resolution of Council:
- (a) Changes to increase the maximum number of dwelling units permitted;
  - (b) A reduction of the minimum area of common indoor amenity or rooftop amenity space required;
  - (c) A decrease in the minimum number of parking spaces required as detailed in Section 3.3;
  - (d) Minor changes to the architectural requirements as shown on the attached Schedules or as detailed in Section 3.5;
  - (e) Minor changes to the below grade and above grade setbacks to Buildings A and B and horizontal positioning of the building;
  - (f) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
  - (g) The length of time for the completion of the development as identified in Section 7.4.4 of this Agreement.



## **6.2 Substantive Amendments**

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

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

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

### **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean issuance of a construction permit for the proposed building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 if the Municipality receives a written request from the Developer prior to the expiry of the commencement of development time period.

### **7.4 Completion of Development**

- 7.4.1 Upon the completion of the whole development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement; or
  - (c) discharge this Agreement.
- 7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.
- 7.4.3 Upon the completion of the whole development or complete phases of the development, or at such time that policies applicable to the lands have been amended, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which have been completed, discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.

7.4.4 In the event that development on the Lands has not been completed within six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the development of the Lands shall conform with the provisions of the Land Use By-law.

## **7.5 Discharge of Agreement**

7.5.1 If the Developer fails to complete the development after six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

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

### **8.2 Failure to Comply**

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.



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

SIGNED, SEALED AND DELIVERED in the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**MAYOR**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**MUNICIPAL CLERK**

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that \_\_\_\_\_, \_\_\_\_\_ of the parties thereto, signed, sealed and delivered the same in his/her presence.

---

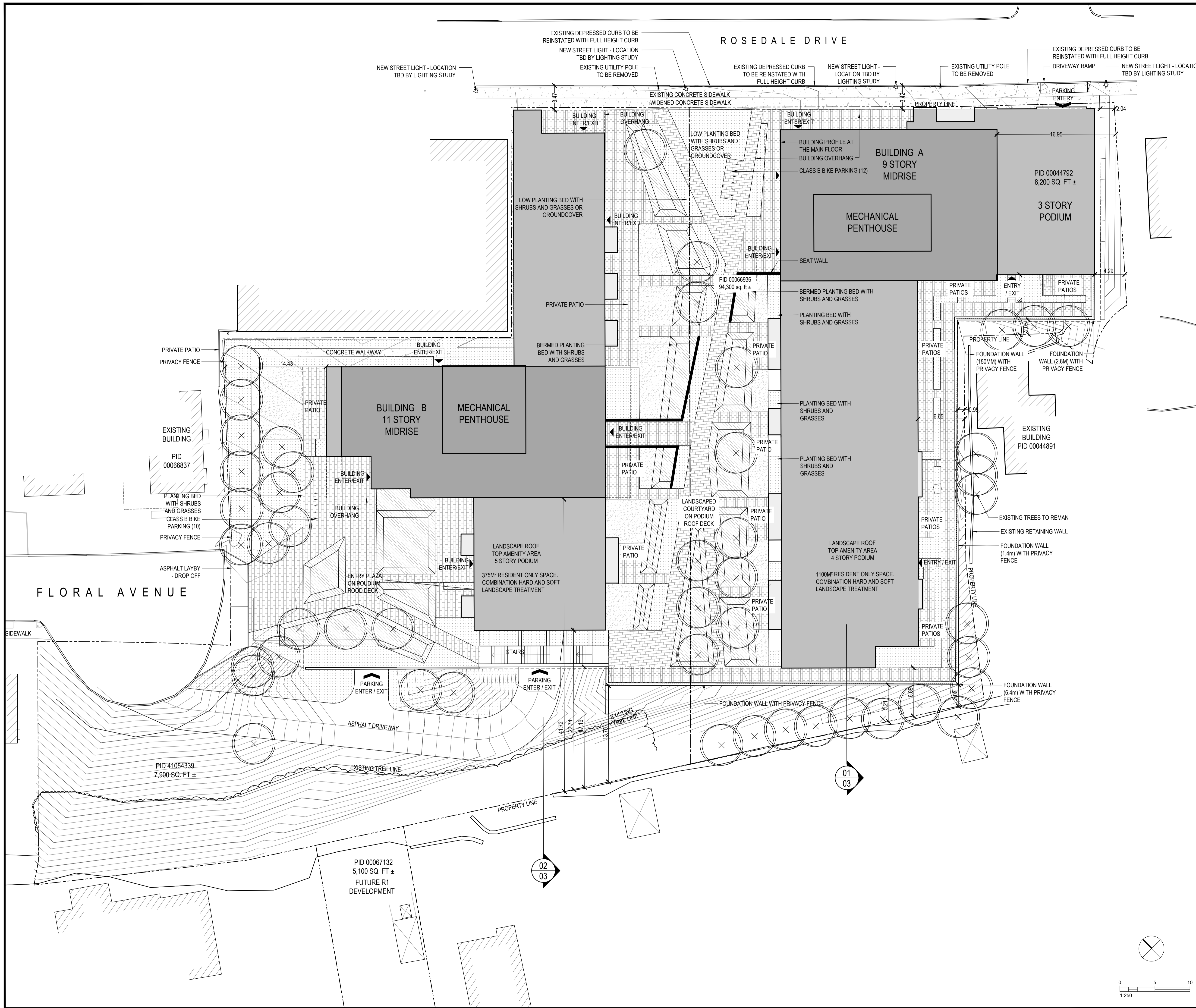
A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Iain MacLean, 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 B: Site Plan

NO.	DESCRIPTION	DATE
9	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2021-04-09
8	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2021-03-19
7	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-02-05
6	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-05-30
5	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-05-12
4	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-04-09
3	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION W/ SETBACK DIMENSIONS	2020-01-09
2	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2018-09-28
1	ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2018-01-17

**NOT FOR CONSTRUCTION**

fathomstudio.ca  
1 Starr Lane  
Dartmouth, NS  
B2Y 4V7

**fathom**  
Formerly  
Elastic Planning & Design

CLIENT  
**ROSEDALE INVESTMENTS LTD.**

PROJECT  
18-24 ROSEDALE DRIVE  
PID 00066936  
PID 41054339

SHEET DESCRIPTION  
**SITE PLAN**

SCALE	DATE	SHEET
1:250	2021-04-09	<b>1</b>
DRAWN SD	CHECKED DS	PROJECT NO. 17-134
		<b>3</b>

ROSEDALE DRIVE



KEY PLAN SCALE = 1:5000

### Schedule C: Landscape Plan

9	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2021-04-09
8	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2021-03-19
7	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-02-05
6	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-05-30
5	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-05-12
4	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-04-09
3	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION WITH SETBACK DIMENSIONS	2020-01-09
2	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2018-09-28
1	ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2018-01-17
NO.	DESCRIPTION	DATE

## NOT FOR CONSTRUCTION

fathomstudio.ca  
1 Starr Lane  
Dartmouth, NS  
B2Y 4V7

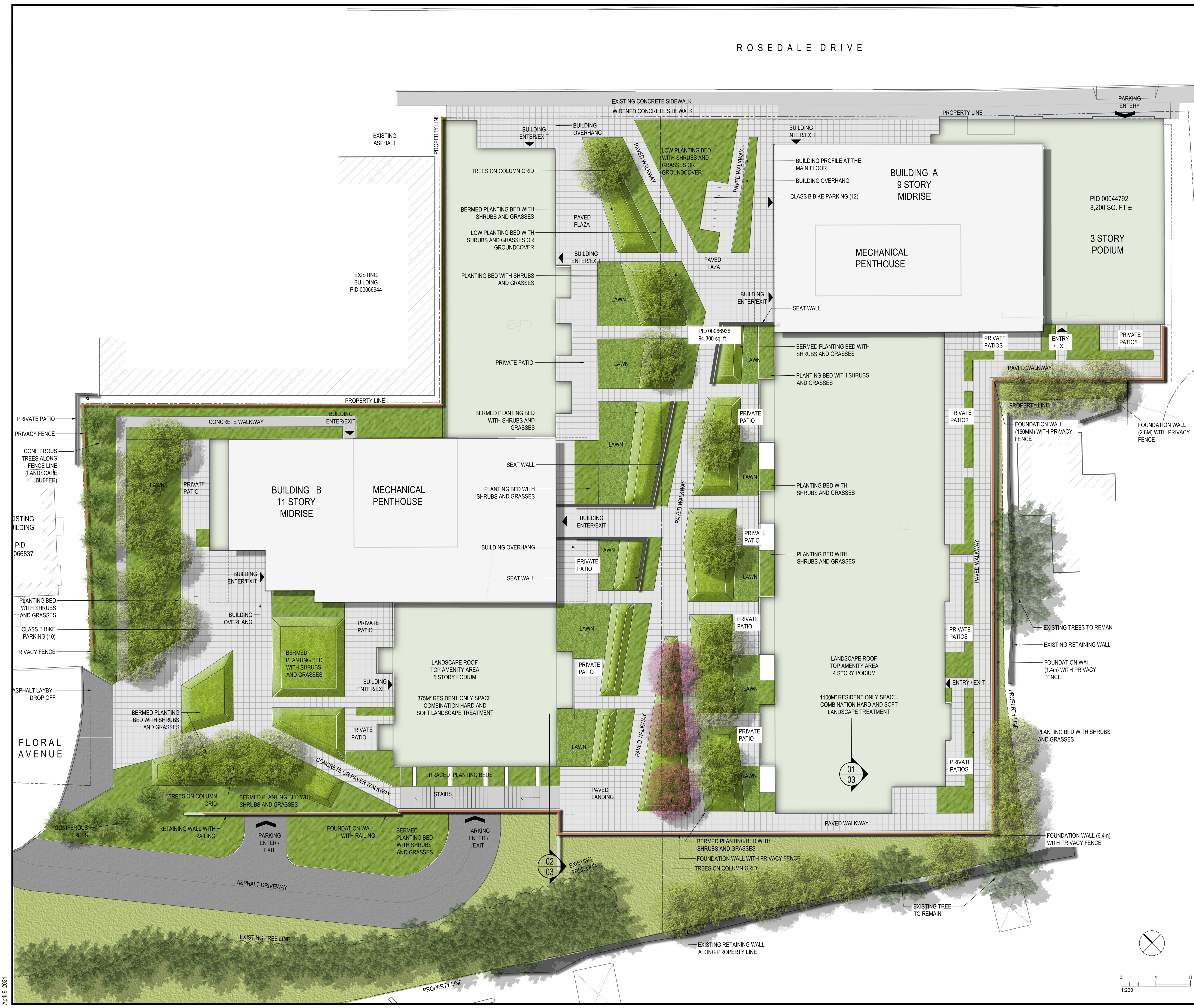
**fathom**  
Fathom  
Studio Planning & Design

CLIENT  
ROSEDALE INVESTMENTS LTD.

PROJECT  
18-24 ROSEDALE DRIVE  
PID 00066936  
PID 41054339

SHEET DESCRIPTION  
LANDSCAPE PLAN

SCALE	DATE	SHEET
1:200	2021-04-09	2
DRAWN	CHECKED	PROJECT NO.
SD	DS	17-134
		OF 3



April 9, 2021

Schedule D:  
 Parking Level 1

NO.	REVISIONS	DATE
3	REISSUE FOR DA	2021-04-07
2	ISSUE FOR DA	2021-02-16
1	ISSUE FOR COUNCIL REVIEW	2021-01-06

REVISIONS DATE

PROJECT  
 18-24 ROSEDALE DRIVE  
 DEVELOPMENT AGREEMENT  
 APPLICATION

CLIENT  
 ROSEDALE INVESTMENTS LTD.

SCALE  
 1/32" = 1'-0"

DATE  
 2021-04-07

DRAWN BY  
 PO PO

CHECKED

REVIEWED

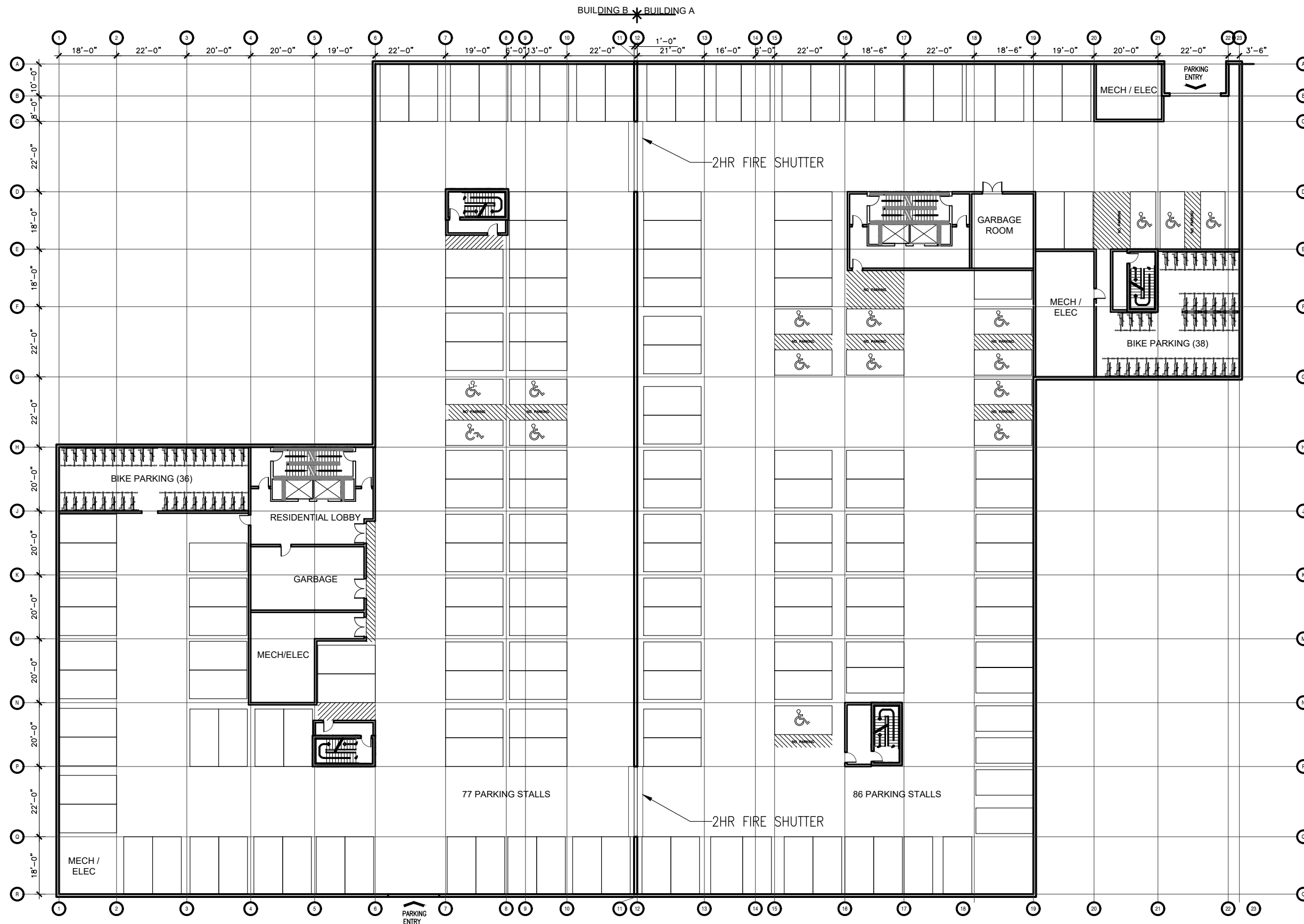
APPROVED  
 CC CC

SEAL

NOT FOR  
 CONSTRUCTION

DRAWING  
 -01\_PARKING\_LEVEL

DRAWING NO.  
**A-107**



1/32" = 1'-0"

**1**  
 A-107

PARKING LEVEL -01



BUILDING B \* BUILDING A

ROSEDALE DRIVE

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Dartmouth, NS  
B2Y 4V7

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# Schedule E: Main Level

NO.	REVISIONS	DATE
3	REISSUE FOR DA	2021-04-07
2	ISSUE FOR DA	2021-02-16
1	ISSUE FOR COUNCIL REVIEW	2021-01-06

REVISIONS DATE

PROJECT  
18-24 ROSEDALE DRIVE  
DEVELOPMENT AGREEMENT  
APPLICATION

CLIENT  
ROSEDALE INVESTMENTS LTD.

SCALE  
1/32" = 1'-0"

DATE  
2021-04-07

DRAWN BY  
PO

CHECKED  
REVIEWED

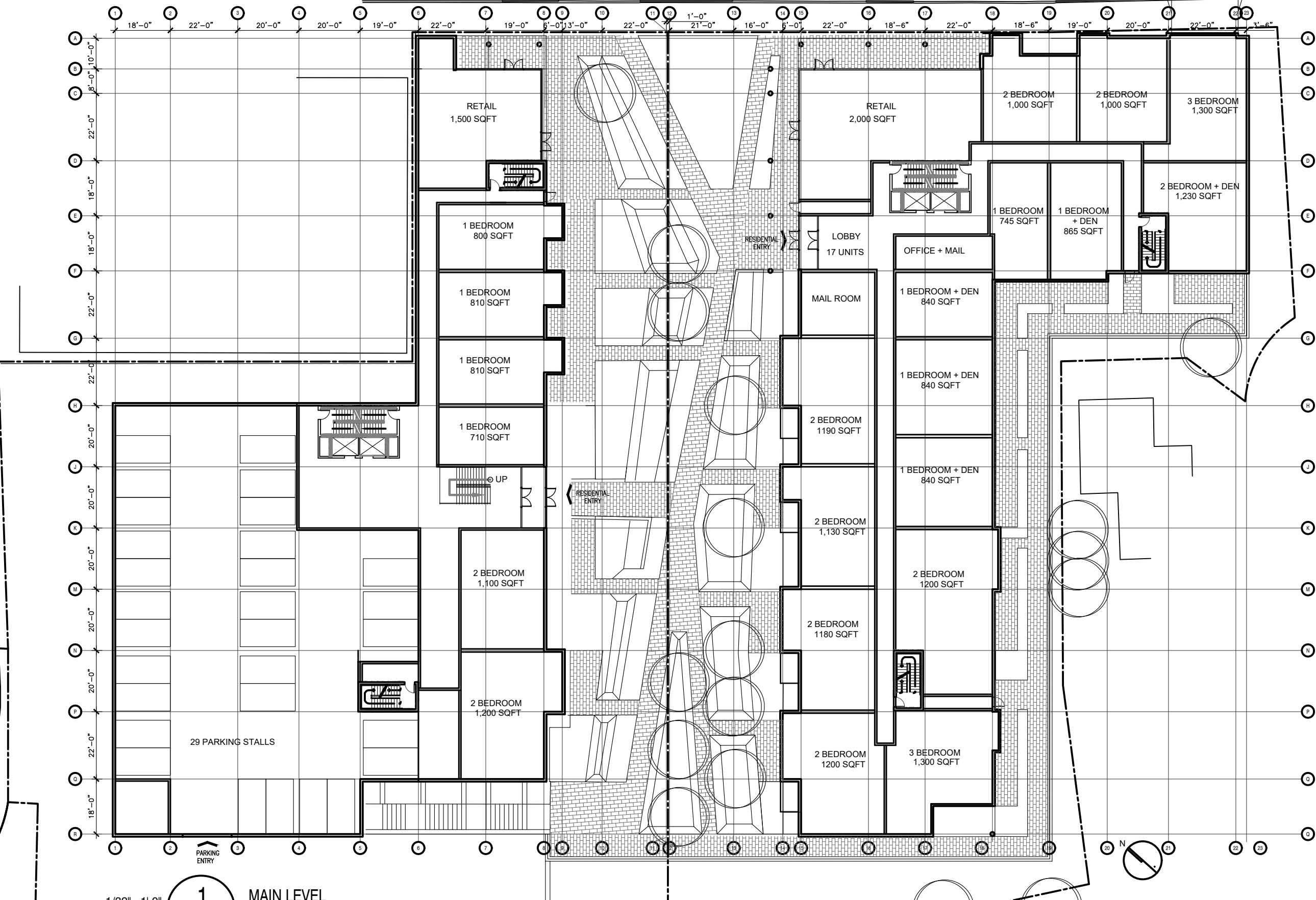
APPROVED  
CC

SEAL

## NOT FOR CONSTRUCTION

DRAWING  
MAIN\_LEVEL

DRAWING NO.  
**A-108**



1/32" = 1'-0" **1** MAIN LEVEL

**A-108**

ROSEDALE DRIVE

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### Schedule F: Building A - Level 5

NO.	REVISIONS	DATE
3	REISSUE FOR DA	2021-04-07
2	ISSUE FOR DA	2021-02-16
1	ISSUE FOR COUNCIL REVIEW	2021-01-06

REVISIONS DATE

PROJECT  
18-24 ROSEDALE DRIVE  
DEVELOPMENT AGREEMENT  
APPLICATION

CLIENT  
ROSEDALE INVESTMENTS LTD.

SCALE  
1/32" = 1'-0"

DATE  
2021-04-07

DRAWN BY  
PO

CHECKED

REVIEWED

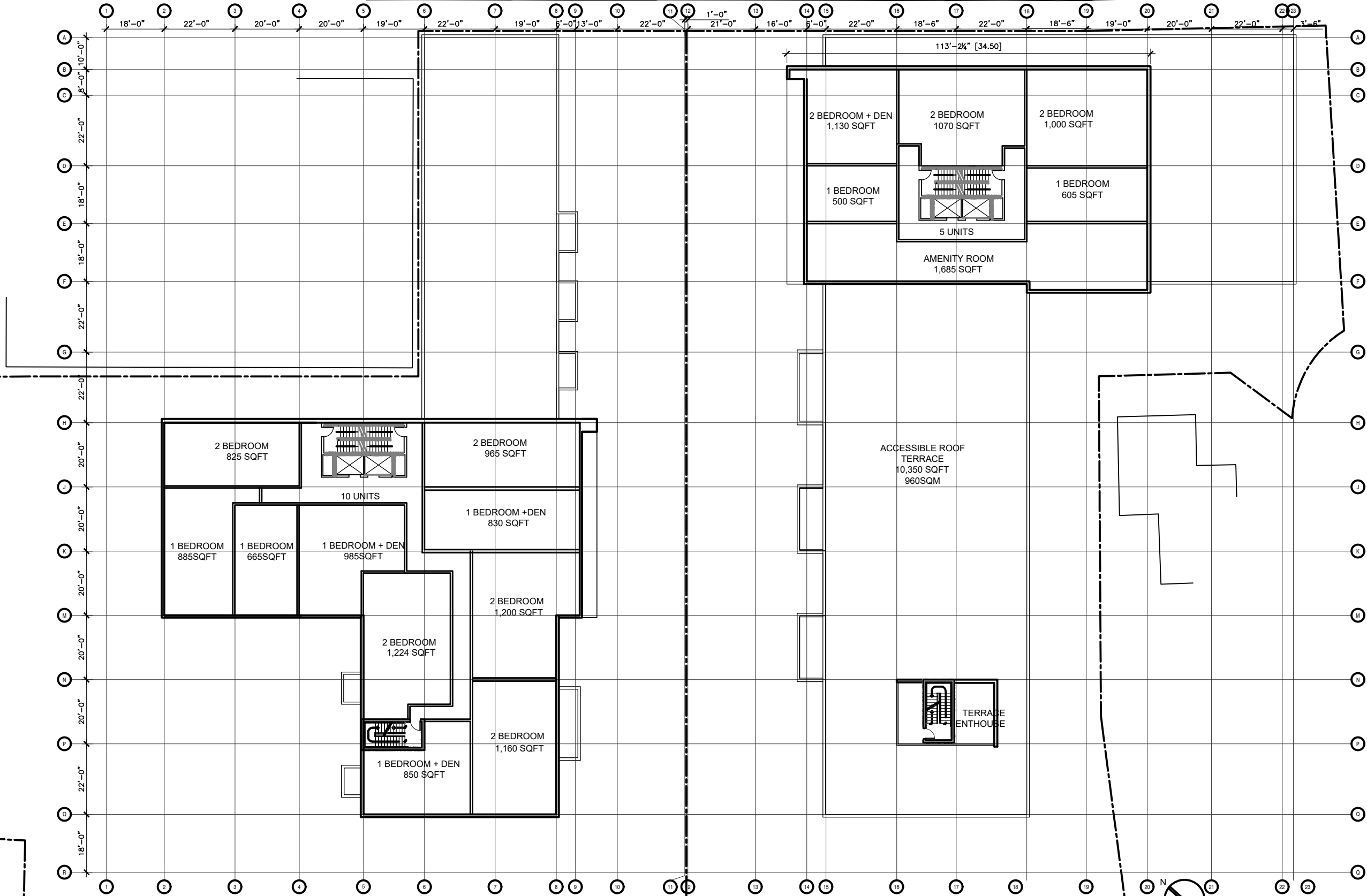
APPROVED  
CC

SEAL

## NOT FOR CONSTRUCTION

DRAWING  
LEVEL\_05

DRAWING NO.  
**A-112**



1/32" = 1'-0" **1** LEVEL 05

A-112

# Schedule G: Building A - Hester Street Elevation



**EKISTICS PLANNING & DESIGN**



1/32"=1'-0" **1** BUILDING A- HESTER ST ELEVATION  
A-201

KEY PLAN

REVISIONS	DATE
06	RE-ISSUE FOR DA SCHEDULE REVISIONS 2020.04.06
05	RE-ISSUE FOR DA APP 2018.09.28
04	ISSUE FOR DA APP 2018.01.17
03	ISSUE FOR REVIEW 2017.12.05
02	ISSUE FOR REVIEW 2017.11.16
01	ISSUE FOR REVIEW 2017.11.08

PROJECT  
**18-24 ROSEDALE DRIVE**  
  
DEVELOPMENT AGREEMENT  
PLANNING APPLICATION

CLIENT  
**ROSEDALE INVESTMENTS LTD.**

SCALE	DATE
1/32"=1'-0"	2020.03.10

DRAWN BY	CHECKED	REVIEWED
RV		

APPROVED  
CC

SEAL

**NOT FOR  
CONSTRUCTION**

DRAWING  
BUILDING\_A\_HESTER

DRAWING NO.  
**A-201**

# Schedule H: Building A - Fraser Street Elevation



**EKISTICS PLANNING & DESIGN**



1/32"=1'-0" **1** BUILDING A- FRASER ST ELEVATION  
A-202

KEY PLAN

REVISIONS	DATE
06	RE-ISSUE FOR DA SCHEDULE REVISIONS 2020.04.06
05	RE-ISSUE FOR DA APP 2018.09.28
04	ISSUE FOR DA APP 2018.01.17
03	ISSUE FOR REVIEW 2017.12.05
02	ISSUE FOR REVIEW 2017.11.16
01	ISSUE FOR REVIEW 2017.11.08

PROJECT  
**18-24 ROSEDALE DRIVE**  
DEVELOPMENT AGREEMENT  
PLANNING APPLICATION

CLIENT  
ROSEDALE INVESTMENTS LTD.

SCALE	DATE	
1/32"=1'-0"	2020.03.10	
DRAWN BY	CHECKED	REVIEWED
RV		

APPROVED  
CC

SEAL  
**NOT FOR CONSTRUCTION**

DRAWING  
BUILDING\_A\_FRASER

DRAWING NO.  
**A-202**

# Schedule I: Building A - Rosedale Drive Elevation



1/32" = 1'-0" 1 BUILDING A- ROSEDALE DR ELEVATION  
A-203



**EKISTICS PLANNING & DESIGN**

KEY PLAN

REVISIONS	DATE
06	RE-ISSUE FOR DA SCHEDULE REVISIONS 2020.04.06
05	RE-ISSUE FOR DA APP 2018.09.28
04	ISSUE FOR DA APP 2018.01.17
03	ISSUE FOR REVIEW 2017.12.05
02	ISSUE FOR REVIEW 2017.11.16
01	ISSUE FOR REVIEW 2017.11.08

PROJECT  
**18-24 ROSEDALE DRIVE**  
  
DEVELOPMENT AGREEMENT  
PLANNING APPLICATION

CLIENT  
**ROSEDALE INVESTMENTS LTD.**

SCALE	DATE	
1/32" = 1'-0"	2020.03.10	
DRAWN BY	CHECKED	REVIEWED
RV		

APPROVED  
CC

SEAL

NOT FOR  
CONSTRUCTION

DRAWING  
BUILDING\_A\_ROSEDALE

DRAWING NO.  
**A-203**

# Schedule J: Building A - Courtyard Elevation



**EKISTICS PLANNING & DESIGN**

KEY PLAN

REVISIONS	DATE
06	RE-ISSUE FOR DA SCHEDULE REVISIONS 2020.04.06
05	RE-ISSUE FOR DA APP 2018.09.28
04	ISSUE FOR DA APP 2018.01.17
03	ISSUE FOR REVIEW 2017.12.05
02	ISSUE FOR REVIEW 2017.11.16
01	ISSUE FOR REVIEW 2017.11.08

PROJECT  
**18-24 ROSEDALE DRIVE**  
 DEVELOPMENT AGREEMENT  
 PLANNING APPLICATION

CLIENT  
**ROSEDALE INVESTMENTS LTD.**

SCALE: 1/32"=1'-0"  
 DATE: 2020.03.10

DRAWN BY: RV  
 CHECKED: [ ]  
 REVIEWED: [ ]

APPROVED: CC

SEAL

**NOT FOR CONSTRUCTION**

DRAWING: BUILDING\_A\_COURTYARD

DRAWING NO. **A-204**



1/32"=1'-0" **1** BUILDING A- COURTYARD ELEVATION  
 A-204

ROSEDALE DRIVE

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1 Starr Lane  
Dartmouth, NS  
B2Y 4V7

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### Schedule K: Building B - Level 6 Amenity Space

NO.	REVISIONS	DATE
3	REISSUE FOR DA	2021-04-07
2	ISSUE FOR DA	2021-02-16
1	ISSUE FOR COUNCIL REVIEW	2021-01-06

REVISIONS DATE

PROJECT  
18-24 ROSEDALE DRIVE  
DEVELOPMENT AGREEMENT  
APPLICATION

CLIENT  
ROSEDALE INVESTMENTS LTD.

SCALE  
1/32" = 1'-0"  
DATE  
2021-04-07

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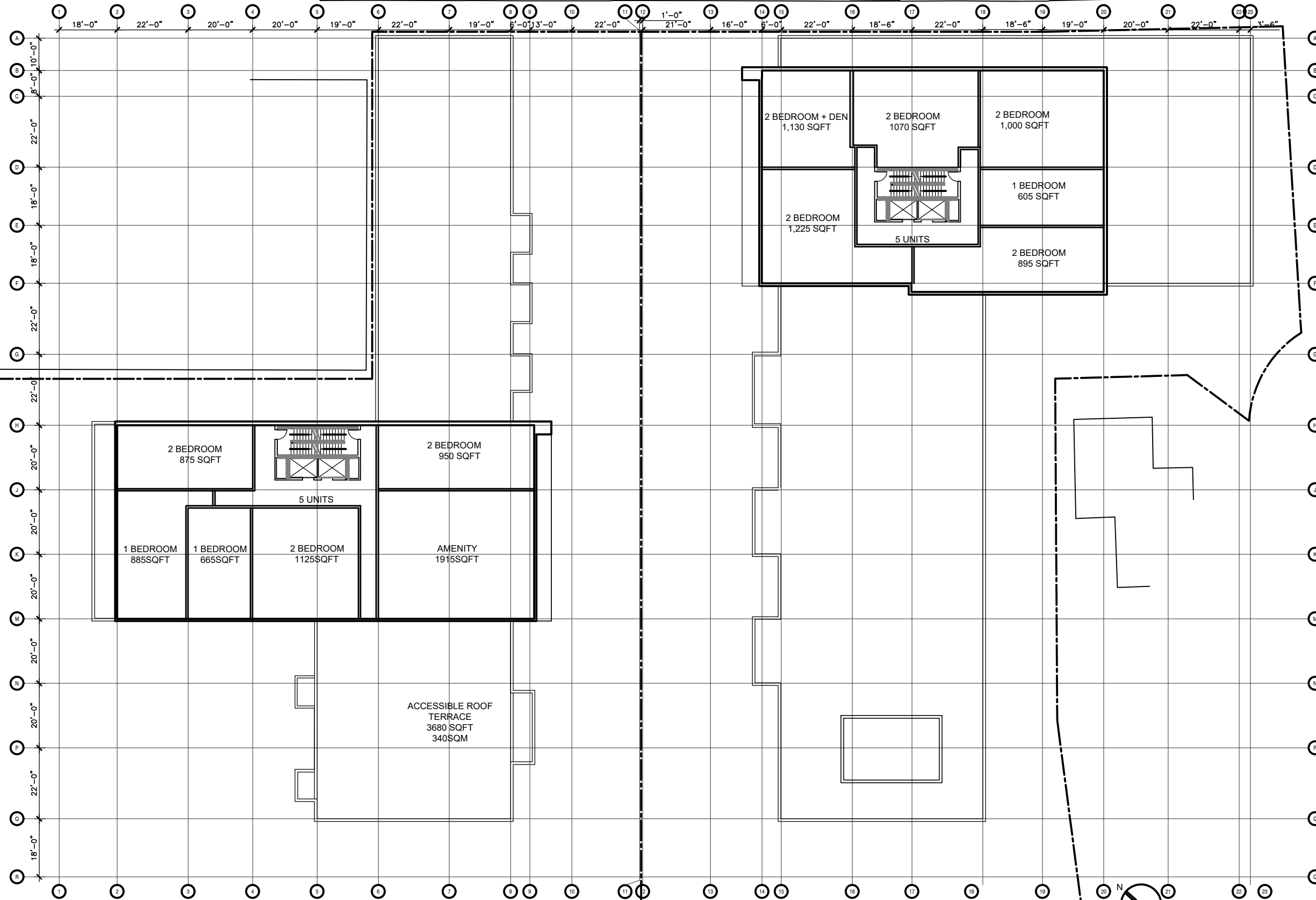
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SEAL

## NOT FOR CONSTRUCTION

DRAWING  
LEVEL\_06

DRAWING NO. **A-113**



1/32" = 1'-0" **1** LEVEL 06

A-113

Schedule L:  
 Building B Hester  
 Street Elevation

NO.	REVISIONS	DATE
2	ISSUE FOR DA	2021-02-16
1	ISSUE FOR COUNCIL REVIEW	2021-01-06

REVISIONS	DATE

PROJECT  
 18-24 ROSEDALE DRIVE  
 DEVELOPMENT AGREEMENT  
 APPLICATION

CLIENT  
 ROSEDALE INVESTMENTS LTD.

SCALE	DATE
1/32" = 1'-0"	2021-02-16

DRAWN BY	CHECKED	REVIEWED
PO		

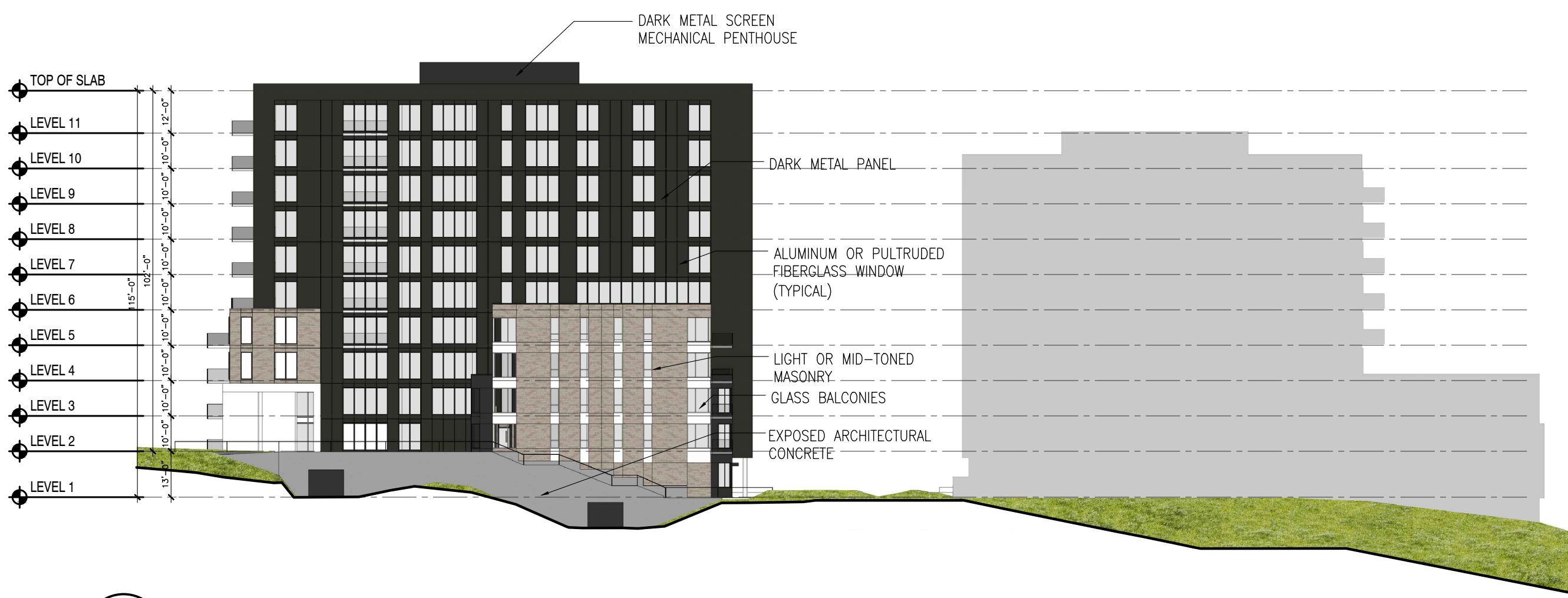
APPROVED  
 CC

SEAL

NOT FOR  
 CONSTRUCTION

DRAWING  
 BUILDING\_B\_HESTER

DRAWING NO.  
**B-201**



1/32" = 1'-0" **1** BUILDING B- HESTER ST ELEVATION  
 B-201



Schedule M:  
 Building B - Floral  
 Avenue Elevation

REVISIONS	DATE
2	ISSUE FOR DA 2021-02-16
1	ISSUE FOR COUNCIL REVIEW 2021-01-06

PROJECT  
 18-24 ROSEDALE DRIVE  
 DEVELOPMENT AGREEMENT  
 APPLICATION

CLIENT  
 ROSEDALE INVESTMENTS LTD.

SCALE 1/32" - 1'-0"	DATE 2021-02-16
------------------------	--------------------

DRAWN BY PO	CHECKED	REVIEWED
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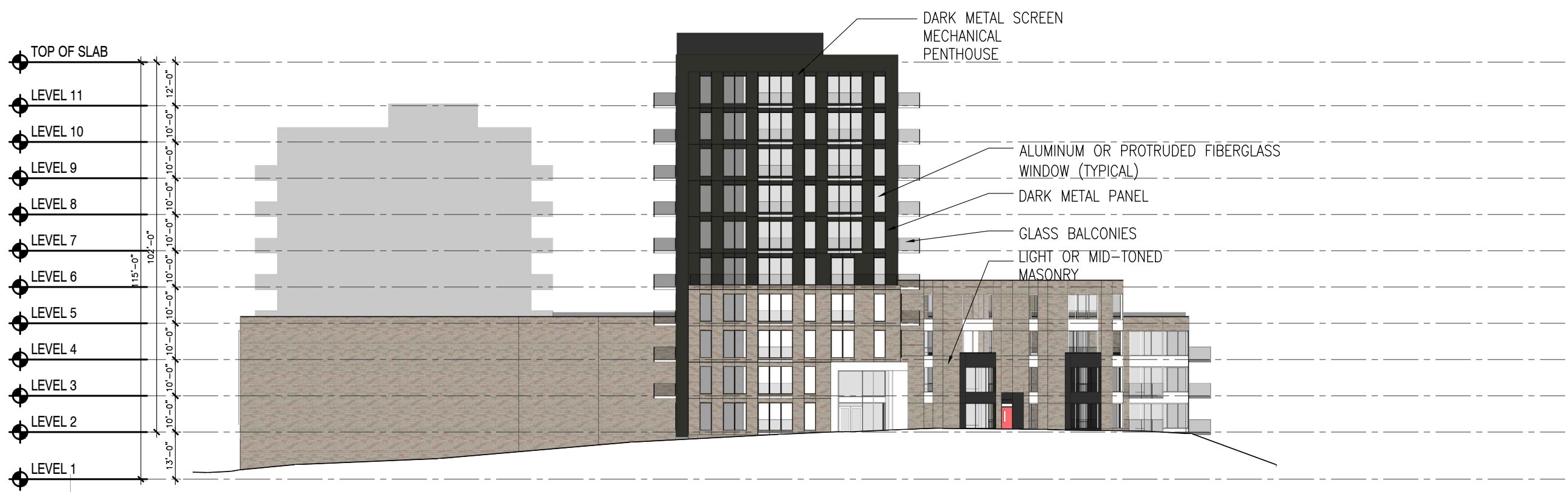
APPROVED  
 CC

SEAL

NOT FOR  
 CONSTRUCTION

DRAWING  
 BUILDING\_B\_FLORAL

DRAWING NO.  
**B-202**



1/32" = 1'-0" **1** BUILDING B- FLORAL AVE ELEVATION  
 B-202

# Schedule N: Building B - Rosedale Drive Elevation

NO.	REVISIONS	DATE
2	ISSUE FOR DA	2021-02-16
1	ISSUE FOR COUNCIL REVIEW	2021-01-06

REVISIONS	DATE
-----------	------

PROJECT  
 18-24 ROSEDALE DRIVE  
 DEVELOPMENT AGREEMENT  
 APPLICATION

CLIENT  
 ROSEDALE INVESTMENTS LTD.

SCALE 1/32" - 1'-0"	DATE 2021-02-16
------------------------	--------------------

DRAWN BY PO	CHECKED	REVIEWED
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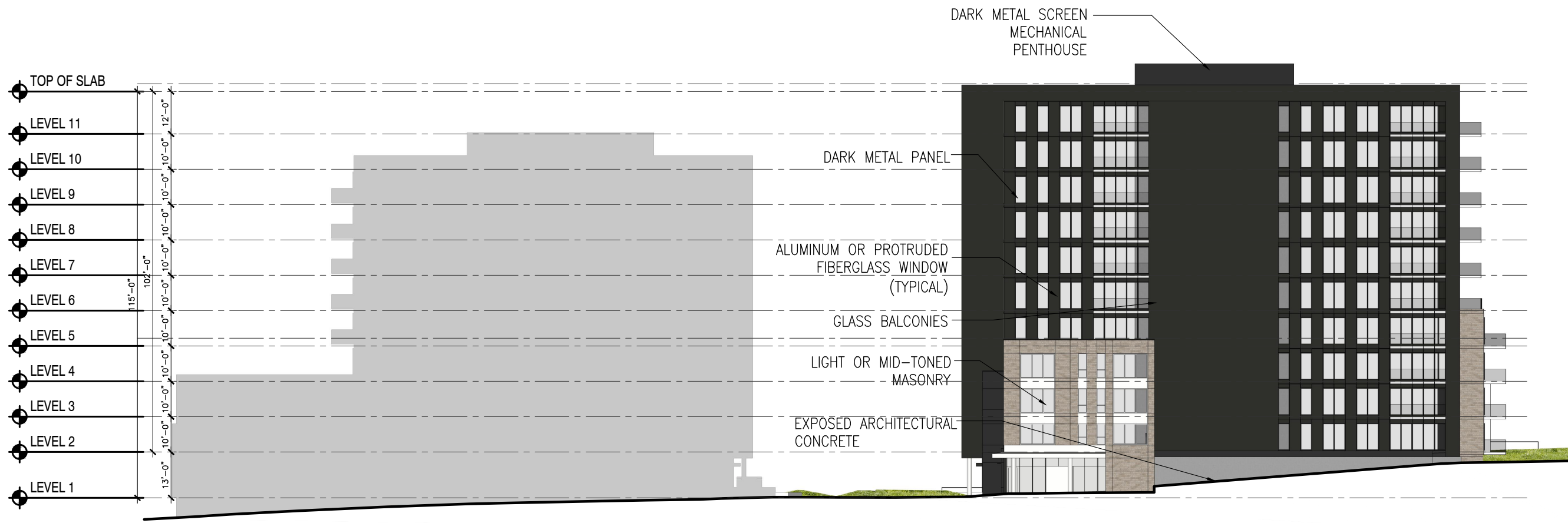
APPROVED  
 CC

SEAL

**NOT FOR  
 CONSTRUCTION**

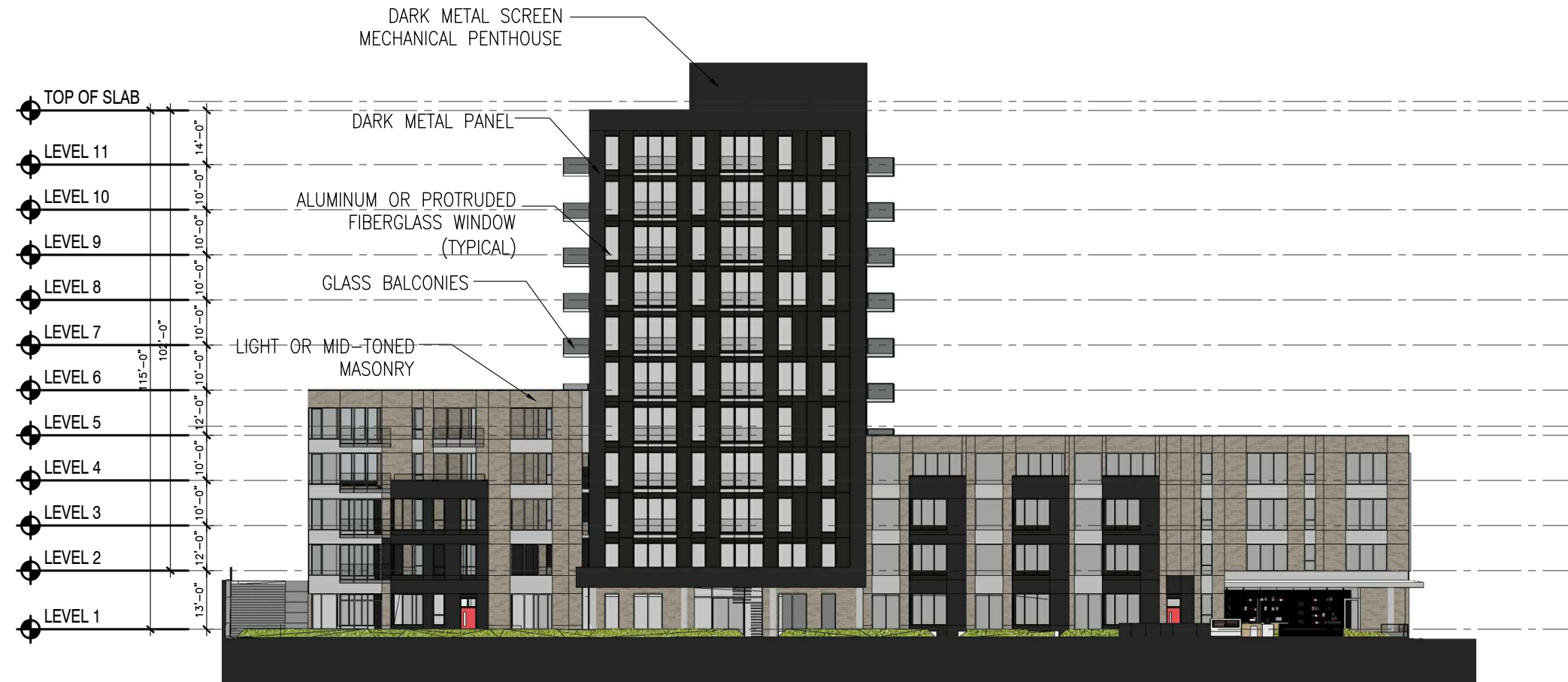
DRAWING  
 BUILDING\_B\_ROSEDALE

DRAWING NO.  
**B-203**



1/32" = 1'-0" **1** BUILDING B- ROSEDALE DRIVE ELEVATION  
 B-203

# Schedule O: Building B Courtyard Elevation



1/32" = 1'-0" **1** BUILDING B- COURTYARD ELEVATION  
B-204



**EKISTICS PLANNING & DESIGN**

KEY PLAN

REVISIONS	DATE
06	RE-ISSUE FOR DA SCHEDULE REVISIONS 2020.04.06
05	RE-ISSUE FOR DA APP 2018.09.28
04	ISSUE FOR DA APP 2018.01.17
03	ISSUE FOR REVIEW 2017.12.05
02	ISSUE FOR REVIEW 2017.11.16
01	ISSUE FOR REVIEW 2017.11.08

PROJECT  
**18-24 ROSEDALE DRIVE**

DEVELOPMENT AGREEMENT  
PLANNING APPLICATION

CLIENT  
**ROSEDALE INVESTMENTS LTD.**

SCALE: 1/32" = 1'-0"  
DATE: 2018/01/11

DRAWN BY: RV  
CHECKED: [ ]  
REVIEWED: [ ]

APPROVED: CC

SEAL

**NOT FOR CONSTRUCTION**

DRAWING: BUILDING\_B\_COURTYARD

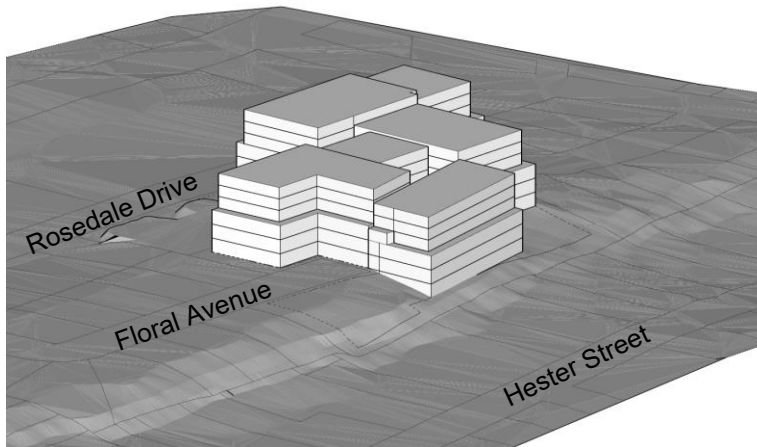
DRAWING NO. **B-204**

**Attachment B: As-of-Right Options (Centre Plan Package A)**

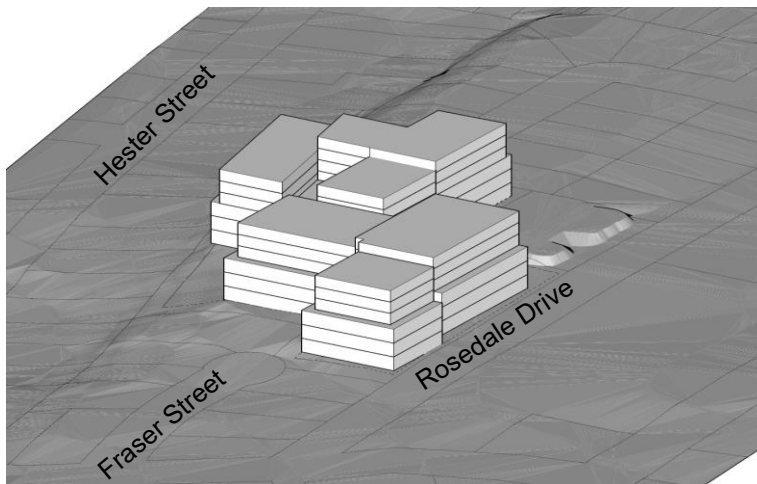
**As-of-Right Option 1**



**Plan View**



**Bird's Eye View from Southwest**

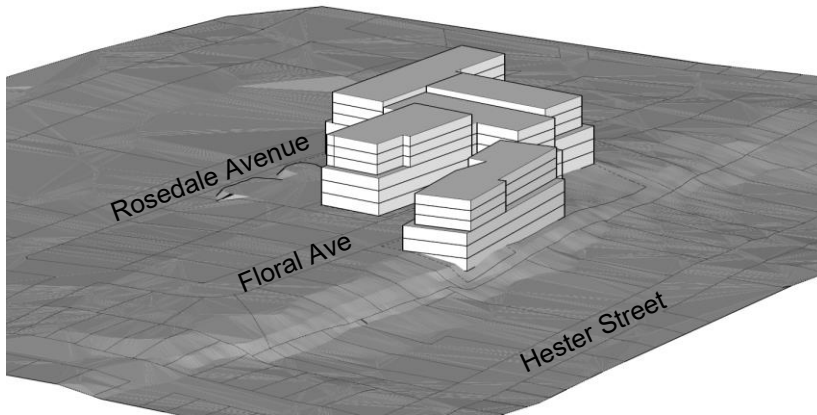


**Bird's Eye View from Northeast**

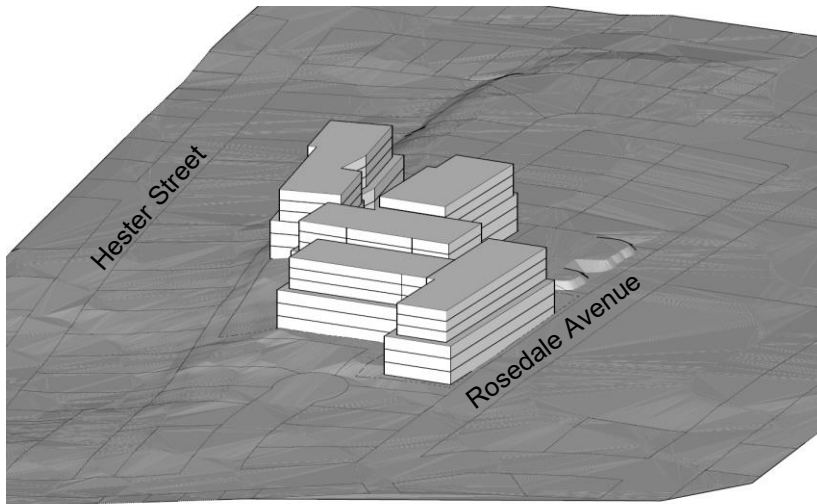
**As-of-Right-Option 2**



**Plan View**

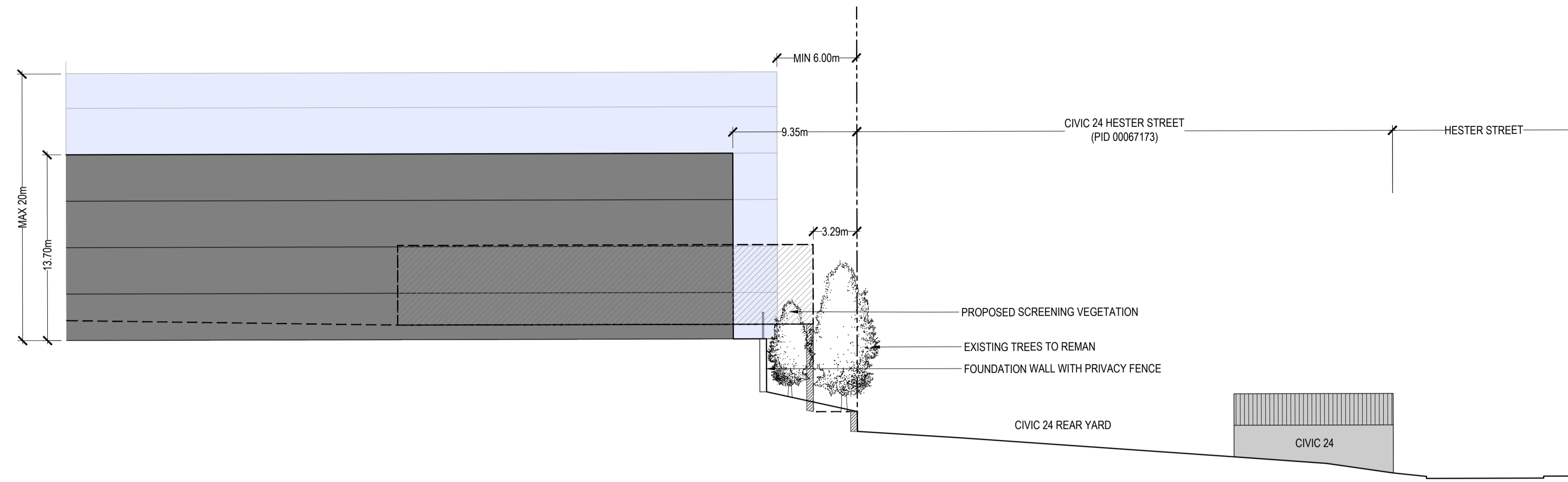


**Bird's Eye View from Southwest**

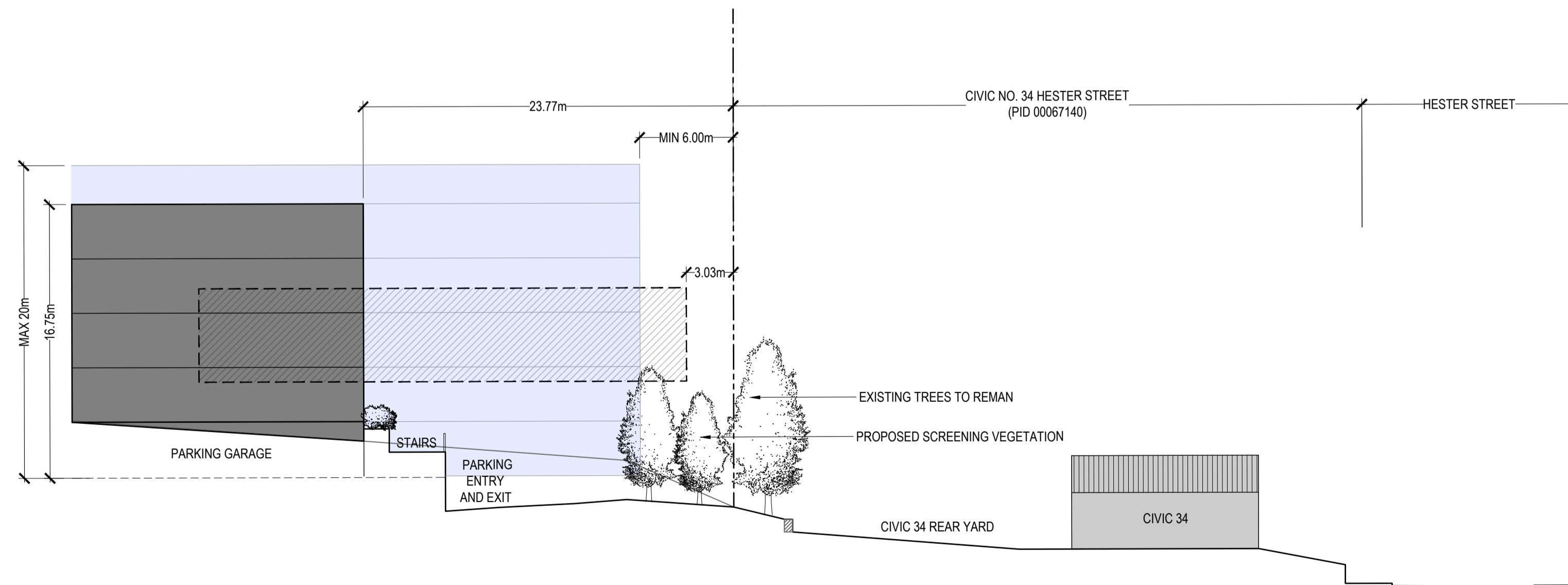


**Bird's Eye View from Northeast**

# Attachment C: Cross Sections



01 SECTION 1  
SCALE 1:250



02 SECTION 2  
SCALE 1:250



KEY PLAN SCALE = 1:5000

- PROPOSED DEVELOPMENT (4 STOREY BUILDING)
- MAXIMUM ALLOWED DEVELOPMENT UNDER CENTRE PLAN (6 STOREY)
- EXISTING BUILDING

- PROPOSED DEVELOPMENT (4 STOREY BUILDING)
- MAXIMUM ALLOWED DEVELOPMENT UNDER CENTRE PLAN (6 STOREY)
- EXISTING BUILDING

NO.	DESCRIPTION	DATE
7	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-02-05
6	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-05-30
5	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-05-12
4	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2020-04-09
3	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION WITH SETBACK DIMENSIONS	2020-01-09
2	RE-ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2018-09-28
1	ISSUED FOR DEVELOPMENT AGREEMENT PLANNING APPLICATION	2018-01-17

**NOT FOR CONSTRUCTION**

fathomstudio.ca  
1 Starr Lane  
Dartmouth, NS  
B2Y 4V7

**fathom**  
Formerly  
Elastic Planning & Design

CLIENT  
**ROSEDALE INVESTMENTS LTD.**

PROJECT  
18-24 ROSEDALE DRIVE  
PID 00066936  
PID 41054339

SHEET DESCRIPTION  
**SITE SECTIONS**

SCALE 1:250	DATE 2021-02-05	SHEET <b>3</b>
DRAWN JM	CHECKED DS	PROJECT NO. 17-134

