



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

Item No. 10.1.1
North West Community Council
October 4, 2021
November 8, 2021

TO: Chair and Members of North West Community Council

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

DATE: September 21, 2021

SUBJECT: Case 22820: Amendments to Development Agreement, Hanwell Drive (Sunset Ridge subdivision), Middle Sackville

ORIGIN

Application by WM Fares Architects, on behalf of Sunset Plaza Inc.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed amending development agreement, as set out in Attachment A, to permit a multiple-unit dwelling with ground floor commercial space at Hanwell Drive, Middle Sackville (PID 41292822), 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

WM Fares Architects have applied, on behalf of Sunset Plaza Inc., to amend the existing development agreement for the Sunset Ridge subdivision for a property at the corner of Hanwell Drive and Swindon Drive, Middle Sackville, to change the permitted land use to allow either the previously approved commercial building or a 4-storey residential building with ground-floor commercial space.

Subject Site	Hanwell Drive, Middle Sackville (PID 41292822)
Location	Site backs onto Margeson Dr. right-of-way, at the southwest end of Hanwell Drive, Middle Sackville
Regional Plan Designation	Urban Settlement and Rural Commuter
Community Plan Designation (Map 1)	Rural Residential (RR), Sackville Municipal Planning Strategy (MPS)
Zoning (Map 2)	Comprehensive Development District (CDD) Zone, Sackville Land Use By-law (LUB)
Size of Site	5,625 square metres (60,547 square feet) +/-
Street Frontage	68.8m (226 ft.) on Hanwell Drive and 46.5m (153 ft.) on Swindon Drive
Current Land Use(s)	Vacant land
Surrounding Use(s)	Low-density residential uses and 2 apartment buildings to the north and east, vacant land to the south.

Existing Development Agreement

In July of 2008, the North West Community Council approved a development agreement (Attachment B) for the Sunset Ridge subdivision located between Sackville Drive and Highway 101 in Middle Sackville. The agreement allowed for the following:

- 128 single-unit dwellings;
- 108 semi-detached dwelling units;
- 55 townhouse units;
- 2 multi-unit buildings with a maximum of 128 dwelling units; and
- A commercial site with specified allowable uses such as retail, restaurants (except drive-through), offices and service/ personal service uses.

On March 7, 2011, the North West Community Council approved an amending development agreement which allowed side yard setbacks of 8 feet for semi-detached dwellings in the Sunset Ridge development. This amendment did not affect the subject site on Hanwell Drive.

Proposal Details

The applicant now proposes to amend the agreement for the commercial site at the corner of Swindon Drive and Hanwell Drive to allow for a multiple-unit dwelling with ground floor commercial space (Schedules J through N of Attachment A). Details of the proposal are as follows:

- 52-unit, 4-storey residential apartment building;
- Approximately 2,760 square feet of ground-floor commercial space. Permitted commercial uses remain the same as permitted in the existing agreement as generally outlined above and contained in Attachment B;
- Underground parking for tenants and surface parking generally for visitors and commercial use(s) totalling 62 spaces;
- Landscaped areas and approximately 14,000 sq. ft. of amenity space for residents;
- Driveway will be located off Hanwell Drive in the middle of the site, just northeast of the existing bus stop; and

- A 3-year timeframe to allow for commencement of construction and 5 years to complete the construction.

Enabling Policy and LUB Context

The subject property is designated Rural Residential under the Sackville Municipal Planning Strategy (MPS) and is zoned CDD (Comprehensive Development District) under the Sackville Land Use By-law (LUB). The CDD Zone enables the development agreement process for comprehensively planned developments which may include a mix of residential, community facility and local commercial uses.

The current proposal is being considered pursuant to Policy UR-10 which in this case allows for a mix of residential and commercial uses through the development agreement process (Attachment C).

COMMUNITY ENGAGEMENT

The level of community engagement was consultation and was achieved through providing information and seeking comments through the HRM website, signage posted on the site, and letters mailed to 123 property owners and tenants within the notification area in May of 2020. The HRM website had 255 unique views, and public comments received (44 emails and 2 phone calls) include the following topics:

- Concerns regarding traffic, speeding and pedestrian safety;
- No additional apartments wanted, not in favour of changing agreement, would rather commercial development as per existing agreement;
- The appearance of the proposed building should be improved as well as site landscaping, provisions for privacy, sound dampening;
- The main floor level (of the apartment building) should be split up into commercial spaces;
- Negative affect on the resale value of homes, more crime (vandalism & thefts);
- Concern with adding further density to the community;
- Concerns regarding construction noise and debris; and
- The apartment building would ruin the views of the sunset to the west for some houses.

Following the public consultation, the application was revised as follows:

- the ground-floor commercial space was added;
- the number of residential units was reduced by 2 units;
- two driveways were removed from Swindon Drive and one driveway was proposed off Hanwell Drive instead; and
- a landscape plan was included and the site plan and building elevations were revised to improve the exterior building appearance.

A public hearing must be held by North West Community Council before it can consider approval of the proposed amending 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.

North West Planning Advisory Committee

On December 2, 2020, the North West Planning Advisory Committee (PAC) recommended that the application be rejected. The following recommendation to North West Community Council was approved:

THAT the North West Planning Advisory Committee has reviewed the application for Case 22820 and recommends rejection of the application due to traffic concerns, incompatibility with the existing neighborhood, the development goes against the original intent of the neighborhood and it is not a complete community. The Committee further suggests that

should the applicant choose to make modifications to the application, that it considers proposing the entirety of the first floor of the apartment building as commercial space.

A report from the PAC to Community Council will be provided under separate cover.

DISCUSSION

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

Proposed Development Agreement

Attachment A contains the proposed amending development agreement for the subject site and the conditions under which the development may occur, including conformance with a proposed site plan and building elevations. The proposed amending development agreement addresses the following matters:

- the building is limited to 4 storeys in height and 52 residential units;
- a minimum of 2,500 square feet of commercial space is required, and permitted commercial uses are limited to those in the existing agreement [retail, restaurants (except drive-through), offices and service/ personal service uses];
- the location of the building on the site, which includes setbacks that exceed those required by the LUB from existing residential dwellings abutting the site (from Hanwell Drive and the northeast property line). The exterior design of the building and site will be subject to new schedules in the agreement;
- landscaped amenity areas for residents surrounding the building and new trees and other plantings which will require a detailed plan by a landscape architect prior to a construction permit;
- revised site access and parking, most of which will be underground; and
- the timing of commencement and completion of the development.

The proposed amending development agreement (Attachment A) will permit the proposed building, subject to the controls identified above. Of the matters addressed by the proposed amending agreement to satisfy the MPS criteria (Attachment C), the following have been identified for detailed discussion.

Land Use Compatibility

The proposed amendments to the existing development agreement involve a change from having only commercial uses on the site to a 4-storey multi-unit residential building with some ground-floor commercial space. This poses minimal compatibility concerns or land use impacts with adjacent residential development, when compared to the commercial uses permitted by the existing agreement, which include restaurants, retail stores and offices.

The property is adjacent to low-density residential development to the east on Hanwell Drive. The apartment building is proposed to be sited so that there will be large setbacks from the property line coincidental with Hanwell Drive, of at least 33 feet at the intersection with Swindon Drive, and increasing from there. A similar setback of at least 30 feet is required from the side property line to the northeast. In addition, new trees will be planted in the setback areas to provide some visual screening between the property lines and the building and parking area. The building height would be approximately one storey higher than the 35 foot height limit for a commercial building or other residential buildings in the subdivision. Therefore, the change from a commercial building to an apartment building is not anticipated to have adverse land use impacts.

The removal of much of the commercial space from the development could impact the walkability and convenience aspect provided by the commercial uses in the existing agreement. However, a reduced amount of commercial space proposed on the ground floor would negate this somewhat. The MPS policies support either commercial or residential development in this location, or a combination of the two.

Traffic and Driveways

A Traffic Impact Statement (TIS) from January of 2020 proposed two driveways off Swindon Drive. Based on the review of this first statement, an updated TIS from October 2020 was submitted, which proposed one driveway off Hanwell Drive. This amended proposal satisfied HRM Development Engineering where siting distances are adequate and took into account the termination of Hanwell Drive at Swindon Drive. There will be a minimal number of new trips generated as compared to the uses allowed in the existing agreement. Therefore, no significant impact on the road network is expected. The updated TIS has been reviewed by HRM Traffic and Development Engineering, was found to be acceptable and no concerns were raised. The TIS meets HRM's standard requirements and analytical capacity calculations were not required.

There have been some traffic concerns raised by residents through the public consultation process, such as excessive speeds. However, these concerns relate to the overall subdivision and are not caused or affected by the proposed change to the site. These issues could potentially be partly alleviated in the future by traffic calming measures. Beaconsfield Way, between Darlington and Sackville Drive, is on the list of ranked streets for traffic calming. Hanwell Drive and Darlington Drive are currently in the data collection phase and could be added to the list in the future.

Density and Servicing

The proposed change from commercial to mixed-use is not expected to increase overall sewage flows but will increase the residential population of the subdivision. This density is typical for suburban areas of HRM and is in keeping with developments located in other portions of Sackville.

The developer is responsible for all costs related to servicing the site. The proposal has been reviewed by Halifax Water and no concerns have been raised, however detailed servicing requirements will be reviewed and confirmed at the permitting stage.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the Sackville MPS. The proposed amending development agreement and schedules provide site design requirements which address any impacts on adjacent residential uses and address any technical or environmental concerns. Therefore, staff recommend that the North West Community Council approve the proposed amending development agreement.

FINANCIAL IMPLICATIONS

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

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

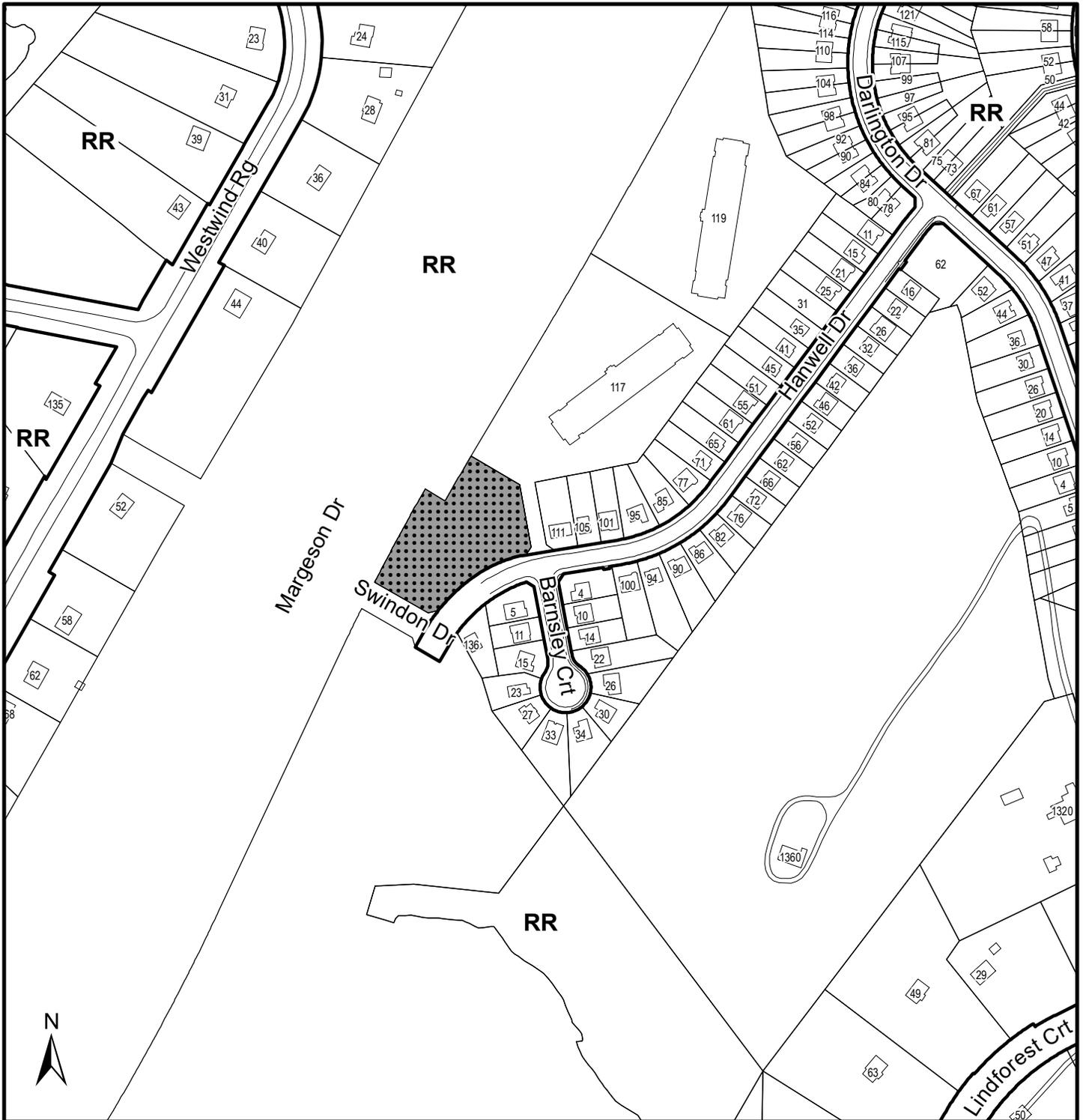
1. North West Community Council may choose to approve the proposed amending development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North 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
Attachment A:	Proposed Amending Development Agreement
Attachment B:	Original Development Agreement
Attachment C:	Review of Relevant Policies of the Sackville Municipal Planning Strategy

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Paul Sampson, Planner II, 902.717.8125



Map 1 - Generalized Future Land Use

Swindon Drive & Hanwell Dr,
Sackville



 Area for a Substantive Amendment
to the existing Development
Agreement



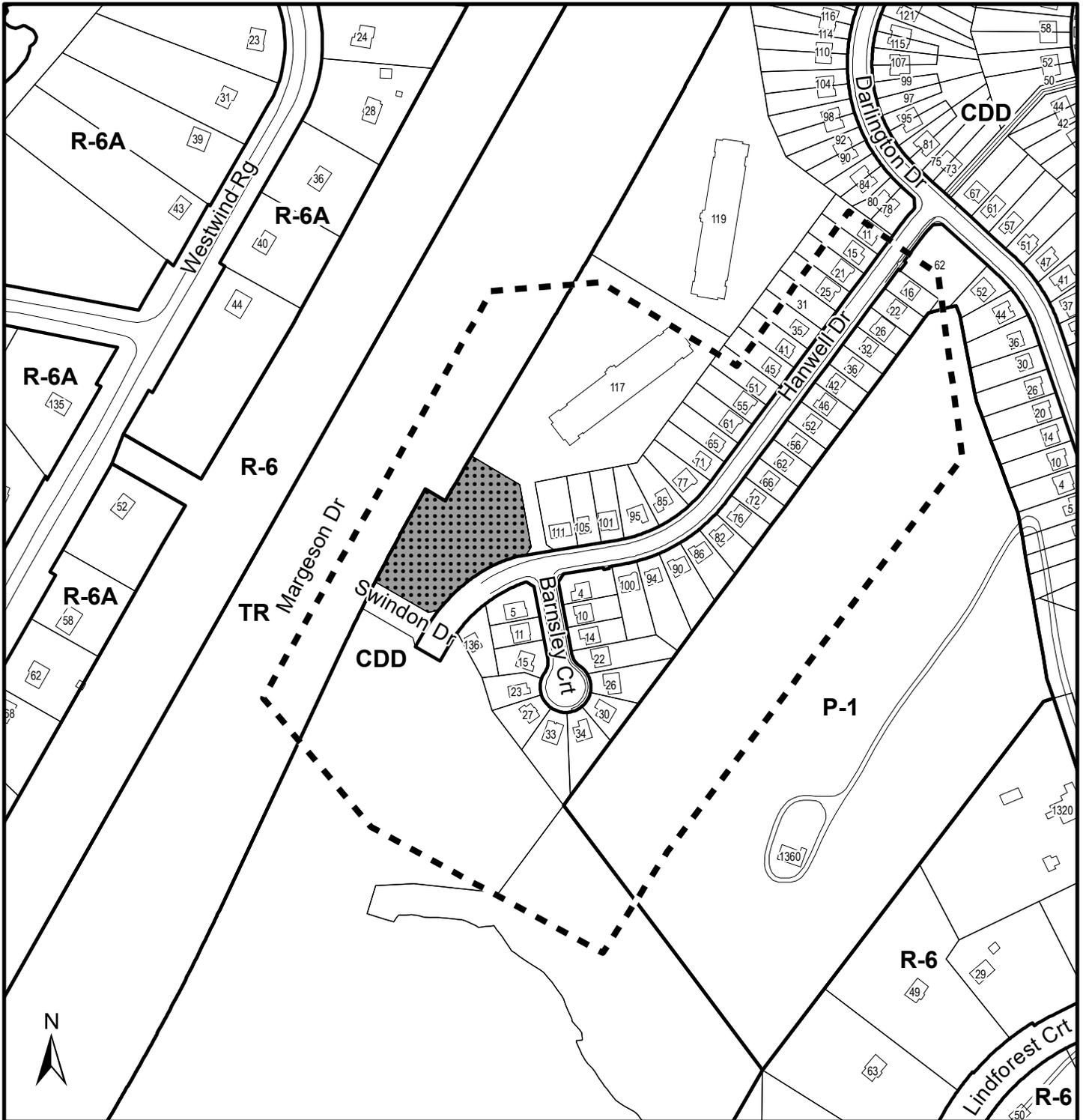
Designation

RR Rural Residential

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.

Sackville Land Use By-Law



Map 2 - Zoning and Notification

Swindon Drive & Hanwell Dr,
Sackville

HALIFAX

 Area for a Substantive Amendment to the existing Development Agreement

 Area of Notification

Zone

- R-6 Rural Residential
- R-6A Rural Residential Single Unit Dwelling
- P-1 Open Space
- CDD Comprehensive Development District
- TR Transportation Reserve



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.

Sackville Land Use By-Law

Attachment A: Proposed Amending Development Agreement

THIS SECOND AMENDING DEVELOPMENT AGREEMENT made this day of ,
2021,

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 the intersection of Swindon Drive and Hanwell Drive, Middle Sackville [PID# 41292822], and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS on July 10, 2008 North West Community Council approved an application to enter into a Development Agreement for the development and subdivision of lands known as Sunset Ridge subdivision between Highway 101 and Sackville Drive, Middle Sackville, said development agreement being registered at the Land Registry in Halifax as Document 91735762 (Case 01027) on September 29, 2008 (hereinafter called the "Original Agreement"), and which applies to the Lands;

AND WHEREAS on March 7, 2001 North West Community Council approved an application to amend the Original Agreement to permit side yard setbacks of 8 feet for semi-detached dwellings, the said amending agreement was registered at the Land Registry in Halifax as Document Number 98168983 (Case 016722) on April 19, 2011 (hereinafter called the "First Amending Agreement"), and which applies to the Lands;

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

AND WHEREAS the Developer has requested amendments to the Existing Agreement to allow the commercial site to be developed with a multiple unit dwelling with ground floor commercial space, pursuant to the provisions of the *Halifax Regional Municipal Charter* and pursuant to Policies RR-3 and UR-10 of the Sackville Municipal Planning Strategy and Section 3.6(b) of the Sackville Land Use Bylaw;

AND WHEREAS the North West Community Council approved this request at a meeting held on **[INSERT DATE]**, referenced as Municipal Case 22820;

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

1. Except where specifically varied by this Second Amending Development Agreement, all other conditions and provisions of the Existing Agreement, as amended, shall remain in effect.
2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Second Amending Agreement, and the Existing Agreement.
3. Section 3.2 of the Existing Agreement shall be amended by inserting the text shown below in bold immediately following "Schedule I: Architectural Design Criteria for Townhouses and Apartment Buildings" :

Schedule J	Commercial/ Residential Site Plan
Schedule K	Commercial/ Residential Landscape Plan
Schedule L	Commercial/ Residential Front Elevation
Schedule M	Commercial/ Residential Rear Elevation
Schedule N	Commercial/ Residential Side Elevations

4. The Existing Agreement shall be amended by inserting the following Schedules after Schedule I:

Schedule J	Commercial/ Residential Site Plan
Schedule K	Commercial/ Residential Landscape Plan
Schedule L	Commercial/ Residential Front Elevation
Schedule M	Commercial/ Residential Rear Elevation
Schedule N	Commercial/ Residential Side Elevations

5. Section 3.4 (e) of the Existing Agreement shall be amended by inserting the following text shown in bold, immediately before the period at the end of the sentence:

(e) a commercial development as prescribed by this Agreement, **or, notwithstanding Schedules B through H, a multiple unit dwelling with ground floor commercial space, pursuant to Section 3.5.5.1.**

6. The Existing Agreement shall be amended by adding new Section 3.5.5.1 immediately following Section 3.5.5, as shown in bold, as follows:

3.5.5.1 Notwithstanding Sections 3.4 (d), 3.5.4, 3.5.5 the commercial site shown on Schedules B through H may be replaced with a multiple unit dwelling with ground floor commercial space which conforms with Schedules J, K, L, M and N, and the following:

- (a) **The building location and parking shall be in conformance with Schedule J and the exterior design of the multiple unit dwelling with ground floor commercial space shall be in conformance with Schedules L, M and N;**
- (b) **Architectural design criteria shall be in conformance with the architectural design criteria for apartment buildings found in Schedule I, except for subsection a);**
- (c) **Landscaping and amenity areas shall conform with Schedule K and Section 3.8;**

- (d) The maximum building height shall be four (4) habitable stories above grade exclusive from any underground parking area;
- (e) The numbers of each dwelling unit type may vary by up to 20 percent of the amounts shown on Schedule J, provided the total number of dwelling units does not exceed 52;
- (f) The amount of amenity space may vary by up to 10 percent of the amount shown on Schedule J;
- (g) A minimum of 2,500 square feet of ground floor commercial space shall be provided. Any commercial uses shall conform with the provisions and requirements of the C-2 (Community Commercial) Zone of the Land Use By-law except that uses shall be restricted to the following: retail stores, food stores, service and personal service uses, offices, commercial schools, banks and financial institutions, restaurants and take-out restaurants but shall not include drive-in restaurants or recycling depots; and
- (h) Facial signs and projecting signs shall be permitted and shall comply with Section 2.70 and Part 5 of the Land Use By-law.

7. The first sentence of section 3.8 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold as follows:

Any municipal development permit submitted for a multi-unit development or commercial development pursuant to the provisions of Sections 3.5.4, ~~or 3.5.5~~, **or 3.5.5.1** of this Agreement shall include a landscaping plan, prepared by a Professional Landscape Architect in good standing, which illustrates the landscaping measures to be undertaken to all areas disturbed by construction.

8. The Existing Agreement shall be amended by inserting the following sections 8.3.3 and 8.3.4 immediately following 8.3.2 as follows:

8.3.3 In the event that the development of the multiple unit dwelling with ground floor commercial space has not commenced within three (3) years of the date of registration of this Second Amending Agreement at the Land Registry Office the Agreement shall have no further force or effect and henceforth the development of the Lands shall comply with the provisions of the Land-Use By-law. For the purposes of this section, commencement shall mean the installation of the footings and foundation of the building.

8.3.4 In the event that the development of the multiple unit dwelling with ground floor commercial space has not been completed within five (5) years of the date of registration of this Second Amending Agreement at the Land Registry Office the Lands shall conform with the provisions of the Land-Use By-law. For the purposes of this section, completion shall mean the issuance of an occupancy permit.

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

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

Witness

Witness

Per: _____

—

HALIFAX REGIONAL MUNICIPALITY

Per: _____

—

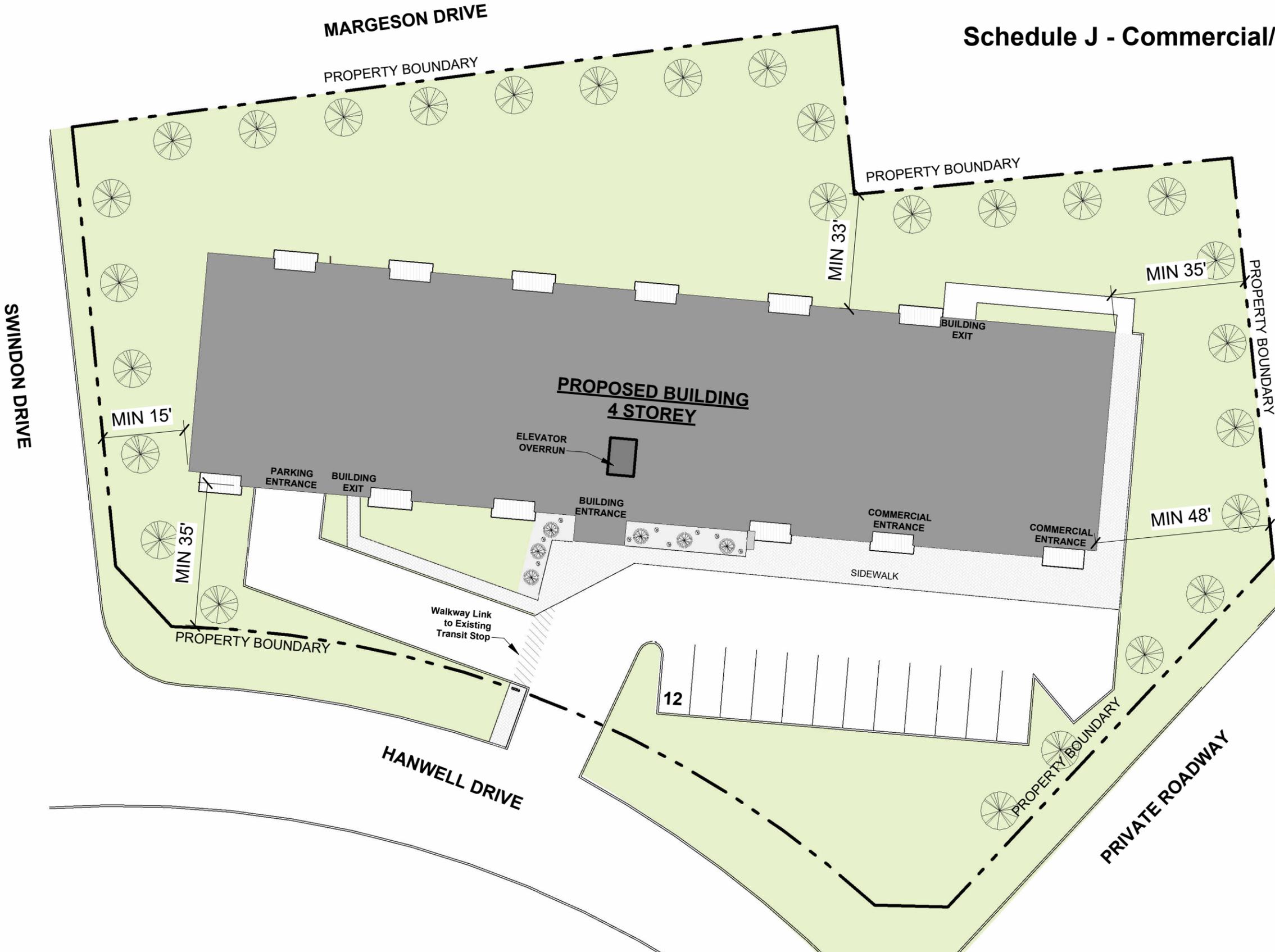
MAYOR

Per: _____

—

MUNICIPAL CLERK

Schedule J - Commercial/ Residential Site Plan



PROJECT DATA		
NUMBER OF UNITS PROVIDED		
1 BDR OR MORE	2 BDR OR MORE	TOTAL
13 (25%)	39 (75%)	52

SITE DATA	
PROPERTY AREA	60 653 SF
BUILDING AREA	17 124 SF
LOT COVERAGE	28%

AMENITY SPACE PROVIDED	
OUTDOOR	12 600 SF
AMENITY ROOMS	1 195 SF
TOTAL:	13 795 SF

PARKING SPACES PROVIDED	
EXTERIOR	12
INTERIOR	50
TOTAL:	62

NOTE: DETAILED LANDSCAPE PLAN TO BE PROVIDED AT BUILDING PERMIT STAGE

Schedule K - Commercial/ Residential Landscape Plan

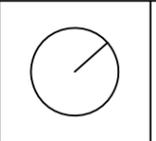


HANWELL DRIVE
HANWELL DRIVE, MIDDLE SACKVILLE NS

Consultant:
Gordon Ratcliffe
LANDscape ARCHITECTS
2055 Route 329
HUBBARD'S, NOVA SCOTIA
CANADA, B0J 1T0
TEL: (902) 478 - 3683
FAX: (902) 857 - 1108
grfa@eastlink.ca

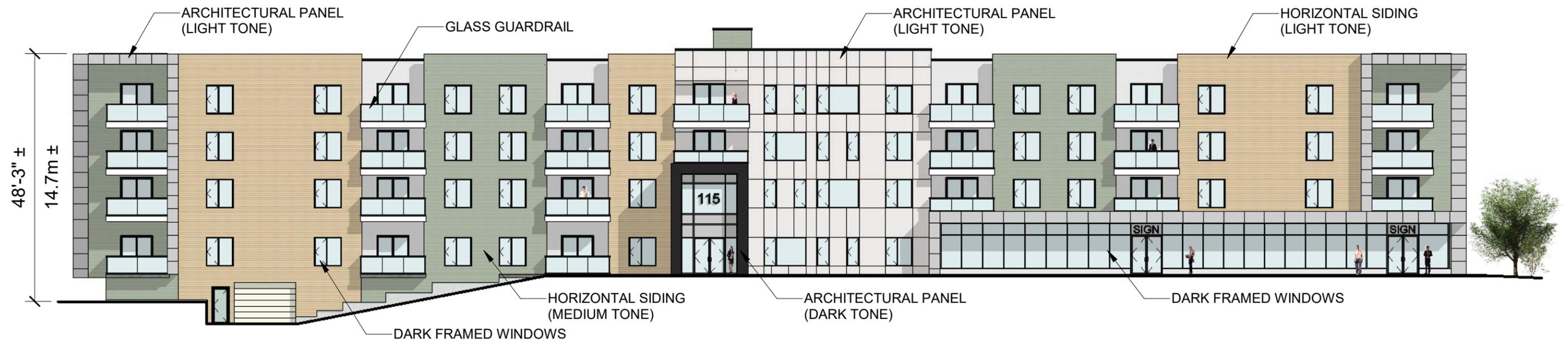
Drawing Title:
LANDSCAPE PLAN

Project No: 2017-11
Scale: AS NOTED
Date: MARCH 21, 2021



L-101

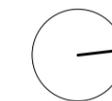
Schedule L - Commercial/ Residential Front Elevation



HANWELL DRIVE
HANWELL DRIVE, MIDDLE SACKVILLE NS

ELEVATION - FRONT

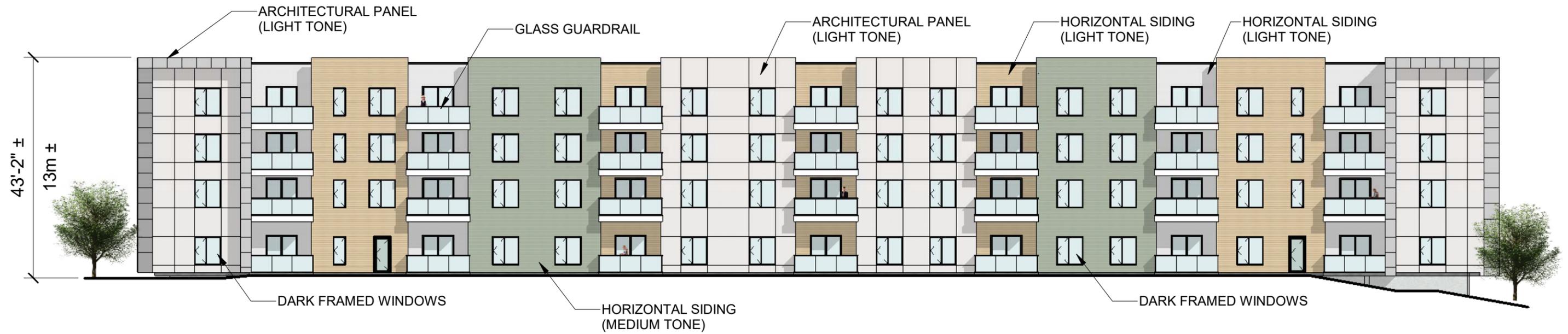
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WM FARES
ARCHITECTS

A301

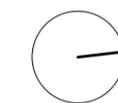
Schedule M - Commercial/ Residential Rear Elevation



HANWELL DRIVE
HANWELL DRIVE, MIDDLE SACKVILLE NS

ELEVATION - REAR

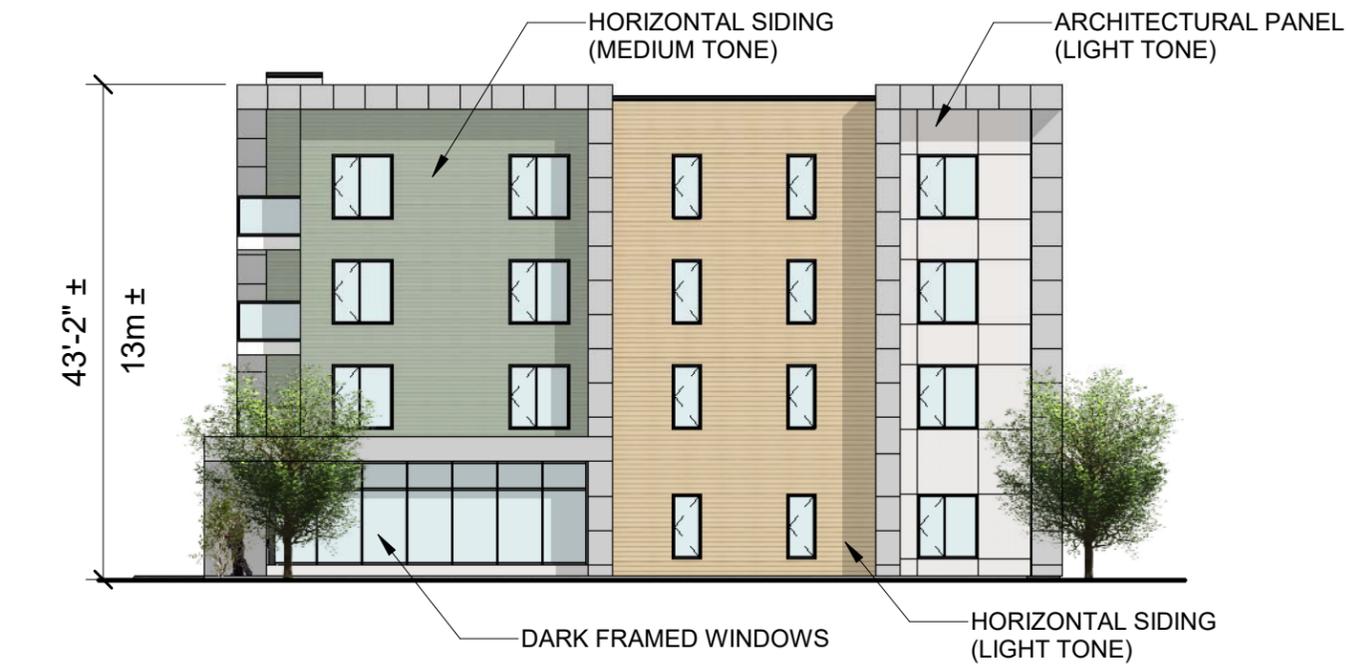
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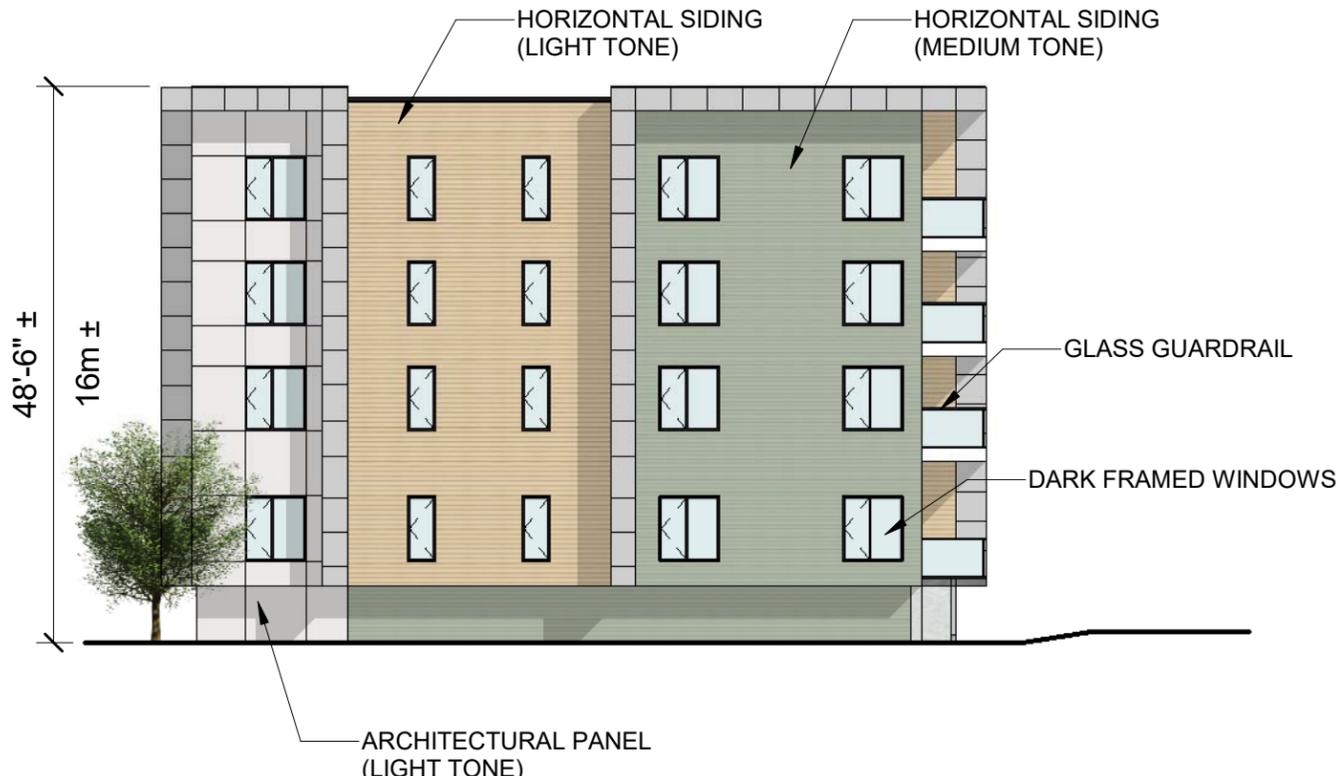
WM FARES
ARCHITECTS

A302

Schedule N - Commercial/ Residential Side Elevations



① NORTH
1/16" = 1'-0"



② SOUTH
1/16" = 1'-0"



THIS AGREEMENT made this **23** day of, 2008,

BETWEEN:

ARMCO CAPITAL INCORPORATED
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY,
a body corporate, in the County of
Halifax, Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located between Highway 101 and Sackville Drive in Middle Sackville, referenced by P.I.D. Nos. 40281479, 40152670, and 40875346, and which said lands are more particularly described in the Schedules "A" to this Agreement ("the Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for subdivision and development of the Lands pursuant to the provisions of the Municipal Government Act, Halifax Regional Municipal Planning Strategy and the Municipal Planning Strategy and Land Use By-law for Sackville;

AND WHEREAS North West Community Council ("the Community Council") approved this Agreement at a meeting held on July 10, 2008;

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

APPROVED

Municipal Solicitor

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Sackville Land Use By-law ("the Land Use By-law") and the Regional Subdivision By-law for Halifax Regional Municipality ("the Subdivision By-law"), as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

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

The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM 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.

1.4 Conflict

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.

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

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands.

1.6 Provisions Severable

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

PART 2: DEFINITIONS AND AGREEMENT

2.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law.

2.2 In this Agreement, unless the context otherwise requires:

- (a) "Community Planning Strategy" means the Municipal Planning Strategy for Sackville, as amended from time to time.
- (b) "Regional Planning Strategy" means the Regional Municipal Planning Strategy of the Municipality.

PART 3 USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 SUBDIVISION

3.1.1 Any subdivision application shall substantially conform with the permitted development, lot layout and minimum lot frontage and area design standards presented on Schedule B.

3.1.2 Unless otherwise acceptable to the Development Officer, subdivision applications shall be submitted in accordance with the Phasing Plan presented as Schedule C and the Development Officer shall grant subdivision approvals for the phase for which approval is sought subject to all applicable terms and conditions of this Agreement.

3.1.3 The Parties acknowledge that, prior to entering into this Agreement, the Municipality granted final subdivision design approval under the provisions of the former County of Halifax Subdivision By-law, referenced by the Municipality as file 19980686-19-F, for lots with frontage on Sackville Drive which are located within a tree retention area shown on Schedule E. In consideration of the benefits accrued by this Agreement, the Developer agrees that, upon registration of this Agreement, the said subdivision approval is null and void and shall not be registered at the Registry of Deeds and, in the event that the said subdivision plan is registered at the Registry of Deeds prior to the registration of this

Agreement, this Agreement shall be null and void and no municipal approvals shall be granted pursuant to its provisions.

3.2 SCHEDULES

The Developer shall develop the lands in a manner, which, unless otherwise provided for by this Agreement, are, in the opinion of the Development Officer, in conformance with the Schedules attached to this Agreement.

The Schedules are:

Schedule A:	Legal Description of the Lands
Schedule B:	Concept Plan
Schedule C:	Phasing Plan
Schedule D:	Streets, Sidewalks and Walkway Plan
Schedule E:	Tree Retention Plan
Schedule F:	Water System Plan
Schedule G:	Storm Water Plan
Schedule H:	Sanitary Sewer Plan
Schedule I:	Architectural Design Criteria for Townhouses and Apartment Buildings

3.3 REQUIREMENTS PRIOR TO APPROVAL

3.3.1 No subdivision approvals shall be granted unless:

- (a) if required, a parkland dedication agreement has been entered into in accordance with the requirements of Section 3.6.1 of this Agreement; and
- (b) notification has been received from the Engineer that a left hand turning lane has been constructed in accordance with the requirements of Section 4.3.2 of this Agreement.

3.3.2 No municipal development permit shall be granted unless:

- (a) a lot grading plan has been prepared in accordance with the requirements of Section 3.5.9 of this Agreement and the plan has been approved by the Engineer; and
- (b) a landscaping plan has been prepared by a Professional Landscape Architect in accordance with the requirements of Section 3.8 of this Agreement.

- 3.3.3 No building permit shall be granted unless the Developer has completed the Municipality's MICI (Multi-unit/Industrial/Commercial/Institutional/Commercial) process for any multi-unit or commercial development.
- 3.3.4 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.
- 3.3.5 No Occupancy Permit shall be granted for any multi-unit development or any commercial development unless a certification has been received from a Professional Landscape Architect in accordance with Section 3.8 of this Agreement.
- 3.3.6 Prior to the acceptance of any streets and municipal services within any phase of subdivision, the Developer shall provide the Development Officer with certification from a Professional Engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required by Part 5 of this Agreement.

3.4 GENERAL DESCRIPTION OF LAND USE

The use of the Lands permitted by this Agreement are the following:

- (a) 128 single unit dwellings;
- (b) 108 semi-detached dwelling units;
- (c) 55 townhouse units;
- (d) 2 multi -unit buildings containing a maximum of 128 dwelling units; and
- (e) a commercial development as prescribed by this Agreement.

3.5 DETAILED PROVISIONS FOR LAND USE

- 3.5.1 Any single unit dwelling development shown on Schedule B shall conform with the R-1 (Single Unit Dwelling) Zone provisions and requirements of the Land Use By-law except that:
- (a) the lot frontage requirements may be reduced to the minimum presented on Schedule B;
 - (b) the minimum side yard may be reduced to four (4) feet on one side provided that a minimum separation distance of twelve (12) feet is maintained between buildings; and
 - (c) a minimum of two (2) parking spaces shall be provided.

- 3.5.2 Any semi-detached development shown on Schedule B shall conform with the provisions and requirements of the R-2 (Two Unit Dwelling) Zone of the Land Use By-law except that a minimum of two (2) parking spaces shall be provided.
- 3.5.3 Any townhouse development shown on Schedule B shall conform with:
- (a) the provisions and requirements of the R-5 (Townhouse) Zone of the Land Use By-law except that the minimum side yard may be reduced to eight (8) feet and the requirements of Section 11.3(b) shall not apply and a minimum of two (2) parking spaces shall be provided; and
 - (b) the architectural design criteria for townhouses in Schedule I.
- 3.5.4 Any multi-unit development shown on Schedule B shall:
- (a) have a maximum building height of four (4) habitable stories above grade exclusive from any underground parking area;
 - (b) have a minimum of fifty percent (50%) of the required parking spaces located under the building or buildings;
 - (c) have a walkway that extends from all public entrances of each building to a public sidewalk in front of the building;
 - (d) conform with the architectural design criteria in Schedule I; and
 - (e) otherwise conform with the provisions and requirements of the R-4 (Multiple Unit Dwelling) Zone of the Land Use By-law except that the minimum required lot frontage shall not apply.
- 3.5.5 Any commercial development shown on Schedule B shall conform with the provisions and requirements of the C-2 (Community Commercial) Zone of the Land Use By-law except that uses shall be restricted to the following: retail stores; food stores; service and personal service uses; offices; commercial schools; banks and financial institutions; restaurants and take-out restaurants but shall not include drive-in restaurants; or re-cycling depots. A walkway shall extend from all public entrances of any building to a public sidewalk in front of the building.

3.5.6 Encroachments may be permitted in accordance with and subject to the following:

Structural Element	Location	Maximum Encroachment
sills, cornices, eaves, gutters, and chimneys	any yard	1.5 feet
window bays	front and rear yards	3 feet
decks	rear and side yards	4 feet provided that a minimum 4 foot side yard is maintained.
Open, roofed porches not exceeding 1 storey in height	front and rear yards	4 feet
steps and stairs	any yard	4 feet provided that a minimum 4 foot side yard is maintained

3.5.7 Any development of the Lands shall conform with the provisions and requirements of Parts 4 and 5 of the Land Use By-law.

3.5.8 The Municipality agrees that the variance provisions and procedures made under the Municipal Government Act shall apply to the development of the Lands permitted under this Agreement except that, where the Act references "land use by-law", the words "this Agreement" shall be substituted therefor.

3.5.9 Where any portion of a lot includes a non-disturbance area delineated pursuant to Section 3.7 of this Agreement, the non-disturbance area shall be shown on any lot grading plan submitted to the Municipality for approval in accordance with the Municipality's Lot Grading By-law and no development shall be permitted within the non-disturbance area.

3.6 PARKLAND

3.6.1 If required, prior to any subdivision approvals being granted, the Parties agree to enter into a park dedication agreement for the proposed parks illustrated on Schedule B and the agreement may contain terms for any site preparation or site development as agreed upon by the Development Officer.

3.6.2 The Developer shall submit a site preparation plan for the Neighborhood Park illustrated on Schedule B for approval by the Development Officer at the time subdivision approval is sought for Phase 3 and the site work shall be undertaken in accordance with this plan as a condition of acceptance by the Municipality.

3.7 TREE RETENTION

No trees shall be cut within the tree retention area illustrated on Schedule E except as provided for by this Agreement to allow for the installation of a municipal service system or to allow for the construction of a trail or parkland facility or as may otherwise be required for safety reasons or to prevent a hazard. The Developer agrees to show the tree retention areas as a non-disturbance area on any subdivision grading plan and any subdivision plan submitted for final approval with a note on the plan that no trees are to be cut within tree retention areas.

3.8 LANDSCAPING PLAN

Any municipal development permit submitted for a multi-unit development or commercial development pursuant to the provisions of Sections 3.5.4 or 3.5.5 of this Agreement shall include a landscaping plan, prepared by a Professional Landscape Architect in good standing, which illustrates the landscaping measures to be undertaken to all areas disturbed by construction. No Occupancy Permit shall be granted unless a Professional Landscape Architect certifies that the landscaping has been undertaken in accordance with the plan submitted for approval or a security has been provided, in form acceptable to the Development Officer, in the amount of one hundred and twenty percent (120%) of the estimated cost of completing the landscaping plan.

PART 4 STREETS AND MUNICIPAL SERVICES

4.1 General

All applicable construction shall satisfy the Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Engineer prior to undertaking the work. The Development Officer, in consultation with the Engineer, may give consideration to minor changes, provided the modifications serve to maintain or enhance the intent of this Agreement.

4.2 Off-Site Disturbance

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

4.3 Streets

4.3.1 Where any street is proposed to service townhouse developments and which said street is not proposed to be owned and maintained by the Municipality, no subdivision approvals shall be granted with lot frontage on the street and a note shall be placed on the subdivision plan that the Municipality does not own or maintain the street.

4.3.2 The Developer shall, at its own cost, construct a west bound left turning lane on Sackville Drive at the entrance to the street identified as Drive F on Schedule B. The turning lane shall conform with the Design Guidelines and the timing of construction shall be as directed by

the Engineer.

4.4 Water Distribution System

The water distribution system shall conform with the Halifax Regional Water Commission Design and Construction Specifications unless otherwise acceptable to the Water Commission.

4.5 Sanitary Sewer System and Storm Drainage System

The sanitary sewer system and the storm drainage system shall conform with the Design Guidelines, unless otherwise acceptable to the Engineer.

4.6 Solid Waste Facilities - Within Multi-Unit Buildings

The multi-unit buildings shall include a designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources. This solid waste storage area shall be screened from public view by means of opaque fencing or masonry walls with suitable landscaping.

5.0 ENVIRONMENTAL PROTECTION MEASURES

5.1. The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan for the development of the Lands. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the 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.

5.2 The Developer agrees to undertake all construction activities in accordance with the erosion and sedimentation control plan, unless otherwise directed by the Nova Scotia Department of the Environment and also agrees to assume sole responsibility for compliance with all environmental regulations of the Nova Scotia Department of the Environment. A security deposit in the amount of twenty thousand dollars (\$20,000.00) per phase shall be provided by the Developer in the form acceptable to the Municipality. In the event that two or more phases are under construction at the same time, an additional deposit of ten thousand dollars (\$10,000) shall be provided for each subsequent phase. The deposit shall be provided prior to the commencement of any clearing and grubbing, and may be transferred from phase to phase as development proceeds. The Municipality may use the deposit to remedy any and all environmental problems that may result from development of the Lands. The developer shall be responsible for all costs in this regard exceeding twenty thousand dollars (\$20,000.00). For any phase, the security deposit or the unused portion of the security deposit shall be returned to the Developer once any environmental problems that result from non-compliance with this Agreement are remedied or where no environmental problems have resulted, upon acceptance of the primary and secondary services by the Municipality;

- 5.3 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Section 5, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Engineer to ensure compliance with the erosion and sedimentation control plan.

PART 6: AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

6.2 Non-Substantive Amendments

The following items are considered by both parties to be non-substantive and may be amended by resolution of the Council.

- (a) amendments to the Concept Plan presented as Schedule B to this Agreement provided that the Community Council is satisfied that such amendments are minor and conform with the intent and all applicable policies of the Community Planning Strategy and Regional Planning Strategy;
- (b) amendments to the development standards adopted under Parts 3 and 4 of this Agreement provided that the Community Council is satisfied that such amendments are minor and conform with the intent and all applicable policies of the Community Planning Strategy and the Regional Planning Strategy;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 8.3.1 of this Agreement; and
- (d) The length of time for the completion of the development as identified in Section 8.3.2 of this Agreement.

In considering the approval of a non-substantive amendment under Section 6.2, property owners within five hundred (500) feet of the site shall be informed by mail at least ten (10) days in advance of the proposed amendment being considered by Council.

ART 7. ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 7.1 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.
- 7.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, 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) in the event that trees or other vegetation are removed in contravention to the requirements of section 3.7 of this Agreement, the Municipality may direct that a site rehabilitation plan be prepared with measures including but not limited to, the replanting of trees or vegetation of a similar size, age, and appearance within the disturbed area. The property owner shall pay all expenses associated with preparing and undertaking the plan. The Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property 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; and
 - (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the *Municipal Government Act* or Common Law in order to ensure compliance with this Agreement.

ART 8. REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 Registration

A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia. The Developer shall incur all cost in recording such documents and shall provide all forms required by the Registry for the registration of this Agreement.

8.2 Subsequent Owners

- 8.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the lands which is the subject of this Agreement until this Agreement is discharged by the Community Council.
- 8.2.2 Upon the transfer of title to any lot, the subsequent owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

8.3 Commencement of Development

- 8.3.1 In the event that no subdivision applications have been submitted to the Municipality within two (2) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of the Community Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.
- 8.3.2 In the event that all subdivision approvals permitted by this Agreement have not been granted within ten (10) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, the Community 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.

8.4 Completion of Development

- Upon the completion of the development or portions thereof, or after 5 years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, the Community 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Community Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Sackville, as may be amended from time to time.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on the 23 day of September, A.D., 2008.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

per: _____
per: _____

) ARMCO CAPITAL INC.
)
)
) per: _____
)
)
) per: _____

Sealed, Delivered and Attested
by the proper signing officers of
Halifax Regional Municipality
duly authorized on that behalf
in the presence of:

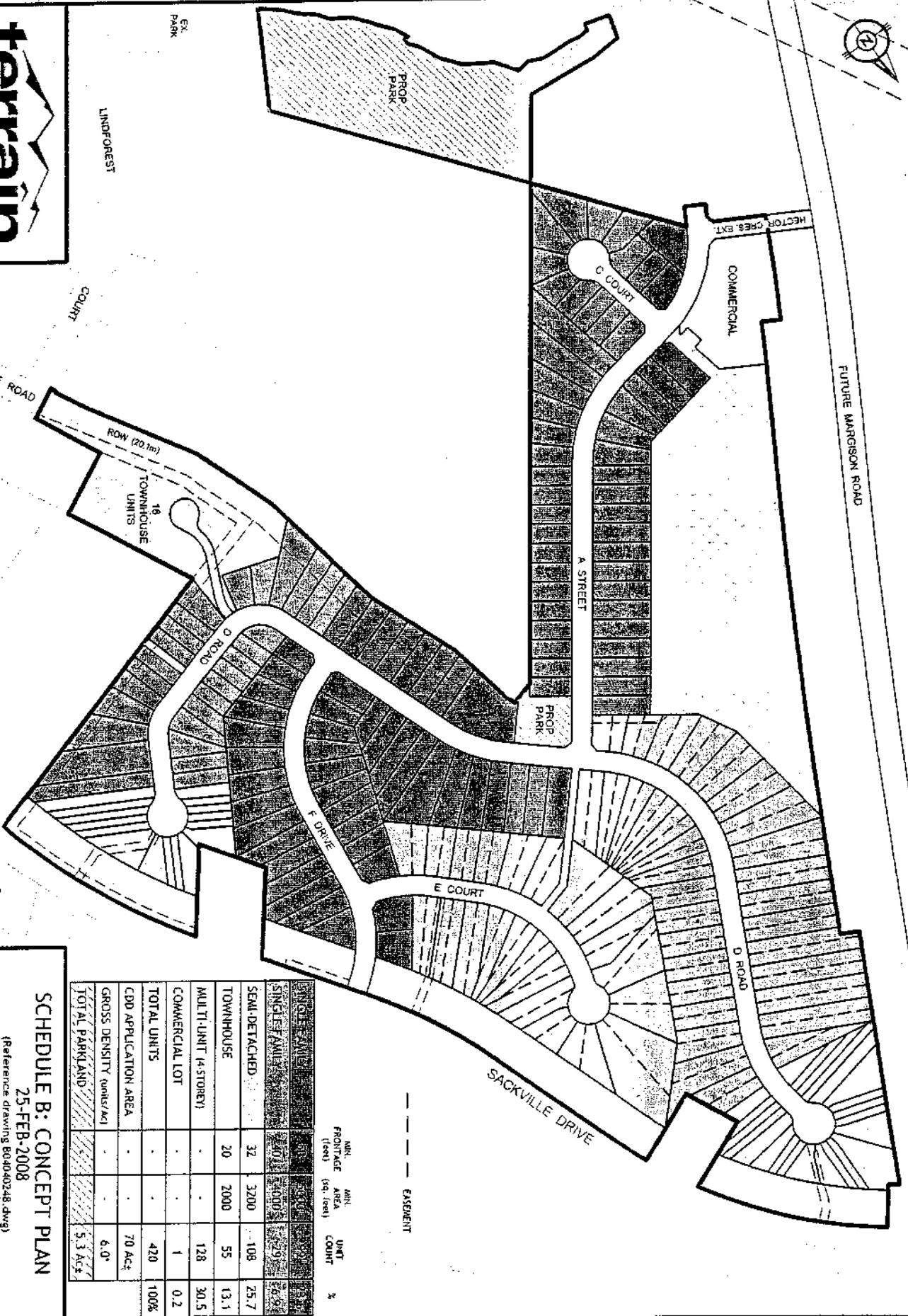
per: _____
per: _____

) HALIFAX REGIONAL MUNICIPALITY
)
)
)
)
) per: _____
)
)
) per: _____
)
)
) ACTING MUNICIPAL CLERK

Peter J. Kelly

MAYOR

ACTING MUNICIPAL CLERK



	MIN. FRONTAGE AREA (sq. feet)	MIN. AREA (sq. feet)	UNIT COUNT	%
SINGLE FAMILY	2,000	4,000	29	6.9%
SEMI-DETACHED	32	3,200	108	25.7%
TOWNHOUSE	20	2,000	55	13.1%
MULTI-UNIT (4-STORY)	-	-	128	30.5%
COMMERCIAL LOT	-	-	1	0.2%
TOTAL UNITS	-	-	420	100%
CDD APPLICATION AREA	-	-	70 AC±	-
GROSS DENSITY (units/acre)	-	-	6.0*	-
TOTAL PARKLAND	-	-	5.3 AC±	-

SCHEDULE B: CONCEPT PLAN

25-FEB-2008
(Reference drawing B04040248.dwg)

SUNSET RIDGE
RESIDENTIAL/COMMERCIAL DEVELOPMENT
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA

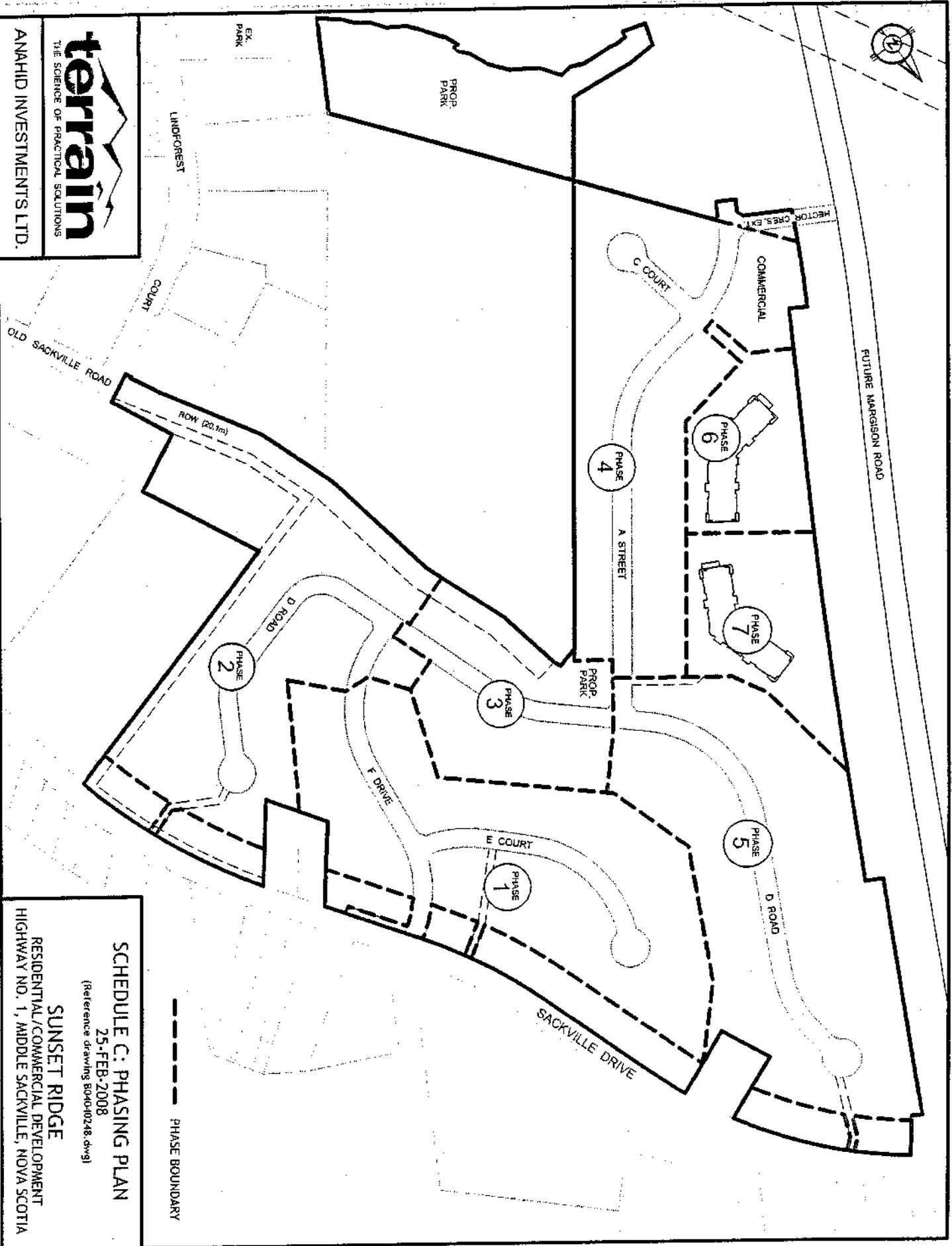


ANAHID INVESTMENTS LTD.

*GROSS DENSITY OF CDD APPLICATION AREA ONLY.



FUTURE MARGISON ROAD



--- PHASE BOUNDARY

SCHEDULE C: PHASING PLAN

25-FEB-2008

(Reference drawing B040-0248.dwg)

SUNSET RIDGE

RESIDENTIAL/COMMERCIAL DEVELOPMENT
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA



ANAHID INVESTMENTS LTD.



FUTURE MARGISON ROAD

COMMERCIAL

HECTOR CREEK ROAD

C COURT

A STREET

PROP PARK

WALKWAY

SACKVILLE DRIVE

PROP PARK

EX PARK

LINDFOREST

COURT

WALKWAY TO WESTLEIGH CHURCH

PRIVATE DRIVEWAY

P ROAD

D DRIVE

E COURT

D ROAD

1.5m SIDEWALKS/
1.8m WALKWAYS



ANAHID INVESTMENTS LTD.

SCHEDULE D: STREETS, SIDEWALKS AND WALKWAY PLAN

25-FEB-2008 (Reference drawing 804040748.dwg)

SUNSET RIDGE

RESIDENTIAL/COMMERCIAL DEVELOPMENT
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA

TERRAIN REF. NO. BR4010 K:\2004\804040\DWG\CONCEPT\DA SCHEDULES.DWG SCHEDULE 0 25-FEB-2008



FUTURE MARGISON ROAD

COMMERCIAL

HECTOR CRES. EXT.

C COURT

A STREET

PROP. PARK

E COURT

F DRIVE

D ROAD

SACKVILLE DRIVE

PROP. PARK

EX. PARK

LINDFOREST

COURT

ROW (20.1m)

OLD SACKVILLE ROAD



TREE RETENTION AREA

SCHEDULE E: TREE RETENTION PLAN

25-FEB-2008

(Reference drawing 8040402-18.dwg)

SUNSET RIDGE

RESIDENTIAL / COMMERCIAL DEVELOPMENT
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA



ANAHD INVESTMENTS LTD.



FUTURE MARGISON ROAD

150' (45.72m) - S&K

COMMERCIAL

Booster Station

PROP PARK

PROP PARK

EX PARK

LINDFOREST

COURT

OLD SACKVILLE ROAD

ROW (20.1m)

SACKVILLE DRIVE



ANAHID INVESTMENTS LTD.

EX. WATER (400mmØ)
PROP. WATER

NOTES:
1. Nominal hydraulic grade line = 520ft (158.5m).
2. Layout subject to detailed design.

SCHEDULE F: WATER SYSTEM SCHEMATIC

25-FEB-2008
(Reference drawing 80404248.dwg)

SUNSET RIDGE

RESIDENTIAL/COMMERCIAL DEVELOPMENT
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA



FUTURE MARGISON ROAD

Discharge to surface c/w dispersion apron

PROP. PARK

LINDFOREST

EX. PARK

COURT

OLD SACKVILLE ROAD

Discharge to existing ditch system

ROW (20.1m)

Connect to existing storm system

Existing 600mm Ø concrete culvert

Connect to existing storm system

PROP. PARK

Existing 600mm Ø concrete culvert

Connect to existing storm system

SACKVILLE DRIVE

Connect to existing 600mm Ø Concrete Box Culvert

Existing 750mm Ø Concrete Outfall

EX. DRAINAGE ROUTE

Existing 900mm Ø Concrete Outfall

Existing 600mm Ø Concrete Box Culvert

- NOTES:**
1. Storm system to connect to existing Sackville Drive system. Storm design to include measures to mitigate peak runoff to match design flows for Sackville Drive storm system.
 2. Storm system discharging to existing ditch system and surface to include mitigative measures to balance pre- and post-development flows.
 3. Measures to include oversized pipes and surface storage to mitigate flows.
 4. Layout subject to detailed design.



SCHEDULE G: STORMWATER SCHEMATIC

25-FEB-2008

(Reference drawing B04040248.dwg)

SUNSET RIDGE

RESIDENTIAL/COMMERCIAL DEVELOPMENT
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA

ANAHID INVESTMENTS LTD.



FUTURE MARGISON ROAD

COMMERCIAL

PROP. PARK

PROP. PARK

EX. PARK

LINDFOREST

Private individual sanitary pumps required for townhouses

ROW (20 m)

OLD SACKVILLE ROAD

SACKVILLE DRIVE

Connect to existing sanitary system

Connect to existing sanitary system

Connect to existing sanitary system

— EX. SANITARY (450mm ϕ)
 — SAN — NWS — PROP. SANITARY
 NOTE:
 Layout subject to detailed design.

SCHEDULE H: SANITARY SCHEMATIC

25-FEB-2008
(Reference drawing B0-404248.dwg)

SUNSET RIDGE

RESIDENTIAL/COMMERCIAL DEVELOPMENT
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA



ANAHD INVESTMENTS LTD.

Schedule I: Architectural Design Criteria for Townhouses and Apartment Buildings

All townhouse developments shall conform with the following design criteria:

- (a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
- (b) Architectural treatment shall be continued around the side of the building.
- (c) Vinyl siding may be utilized to a maximum of seventy percent (70%) on front elevations. Vinyl siding may be permitted along the side and rear of the units.
- (d) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping.
- (e) Any exposed lumber on the front facade of any townhouse shall be painted or stained.
- (f) Any exposed foundation in excess of 1 metre (0.30 feet) shall be architecturally detailed, veneered with stone or brick, painted, stucco, or an equivalent.

Apartment building developments shall conform with the following design criteria:

- (a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
- (b) Architectural treatment shall be continued around all sides.
- (c) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping .
- (d) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building.
- (e) Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1.86 square metres (20 square feet) in total area shall be architecturally detailed or veneered with stone or brick
- (f) Any exposed lumber on the exterior of any apartment building shall be painted or stained.

Attachment C: Review of Relevant Policies of the Sackville Municipal Planning Strategy

URBAN RESIDENTIAL DESIGNATION	
Policy	Staff Comment
<p>Policy RR-3 <i>Notwithstanding Policy RR-2, any portion of the Rural Residential Designation, in which municipal central services are available, it shall be the intention of Council to consider permitting two unit dwellings, townhouse dwellings, multiple unit dwellings, and comprehensive residential developments according to Policies UR-4, UR-5 or UR-6, UR-7 or UR-8, and UR-9, UR-10 and UR-11 respectively. It shall further be the intention of Council to consider mobile homes on individual lots and local commercial developments within the Rural Residential Designation according to Policies UR-26 and UR-18, respectively.</i></p>	<p>The application is to amend an existing development agreement pursuant to Policies UR-10 and IM-13. The existing development is a comprehensive residential development which includes a mix of single-unit and semi-detached dwellings, townhouses and multi-unit dwellings. The commercial site is proposed to be changed to multi-unit residential with ground-floor commercial space.</p>
<p>Policy UR-10 <i>With reference to Policy UR-9, and as provided for by the Planning Act, the development of any comprehensive development district shall only be considered by Council through a development agreement or agreements which shall specify the following:</i></p>	
<p>(a) the types of land uses to be included in the development;</p>	<p>The proposed amendments to the agreement involve a change from having only commercial uses on the site to a 4-storey multi-unit residential building with some ground-floor commercial space. This poses minimal compatibility concerns or land use impacts with adjacent residential development, when compared to the commercial uses permitted by the existing agreement, which include restaurants, retail stores and offices. However, the removal of much of the commercial space from the development could impact the walkability and convenience aspect provided by the commercial uses in the existing agreement, although the smaller commercial component on the ground floor would negate this somewhat. The MPS policies support either commercial or residential development in this case, or a combination of those. See clause d) below and Policy IM-13 c) i) and ii).</p>

<p><i>(b) the general phasing of the development relative to the distribution of specific housing types or other uses;</i></p>	<p>The commercial site is identified as Phase 4 of 7 phases in existing DA. The site remains vacant but roads and services are entirely in place. This is the last site to be developed.</p>
<p><i>(c) the distribution and function of proposed public lands and community facilities;</i></p>	<p>New public parkland was approved under the existing agreement and two parkland sites have been deeded to HRM, one at the intersection of Hanwell and Darlington Drive and one treed parcel which was added to an existing park parcel off Lindforest Court.</p>
<p><i>(d) any specific land use elements which characterize the development;</i></p>	<p>The apartment building is proposed to be sited so that there will be large setbacks from the Hanwell Drive right-of-way (at least 33 feet at the intersection with Swindon Drive, and increasing from there), with a similar setback of at least 30 feet from the side property line to the northeast. In addition, new trees will be planted in the setback areas to provide some visual screening between the property lines and the building and parking area.</p> <p>The building height would be approximately one storey higher than the 35 foot height limit for a commercial building or other residential buildings in the subdivision. Therefore, the change to an apartment building with commercial space will have minimal land use impacts when compared to the commercial uses permitted by the existing agreement, which include restaurants, retail stores and offices. The MPS policies support either commercial or residential development, or a combination of both, in this case.</p>
<p><i>(e) matters relating to the provision of central sewer and water services to the development;</i></p>	<p>Halifax Water’s municipal central services exist within the road rights-of-way. The developer is responsible for all costs related to servicing the site. The proposal has been reviewed by Halifax Water and no concerns have been raised. Detailed servicing requirements will be reviewed and confirmed at the permitting stage.</p>

<i>(f) provisions for the proper handling of stormwater and general drainage within and from the development;</i>	General clauses in the agreement related to servicing and stormwater, along with existing HRM regulations and guidelines, address this. Stormwater and drainage will be in accordance with Municipal Design Guidelines.
<i>(g) any other matter relating to the impact of the development upon surrounding uses or upon the general community, as contained in Policy IM-13; and</i>	None identified - Refer to IM-13 below.
<i>(h) furthermore, the elements of (a) through (g) and other matters related to the provision of central services and the proper handling of storm water and general drainage shall additionally be considered by Council according to the development agreement provisions of the Planning Act.</i>	This application involves amendments to the existing development agreement in relation to the type of land use for one site. The remaining elements and matters listed above are dealt with in both the agreement and through existing municipal guidelines and regulations.

IMPLIMENTATION	
Policy	Staff Comment
<i>Policy IM-13</i> <i>In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, the Sackville Community Council shall have appropriate regard to the following matters:</i>	
<i>(a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by laws and regulations;</i>	The proposed development is in conformance with the requirements of the planning strategy with further controls to be provided in the proposed development agreement to ensure the development meets the intent of applicable policies and other standards.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i>	
<i>(i) the financial capability of the Municipality is to absorb any costs relating to the development;</i>	No municipal costs are anticipated. The developer will be responsible for costs related to the proposed development.
<i>(ii) the adequacy of sewer and water services and public utilities;</i>	Halifax Water has reviewed the application and has not raised any issues. As noted above, Halifax Water systems currently exist in the road rights-of-way. The developer is responsible for all costs related to servicing. All water, wastewater, and stormwater design will reference the latest version of the Halifax Water's Design and Construction Specifications and detailed servicing plans and analyses will be provided with the building permit application.

<i>(iii) the adequacy and proximity of schools, recreation and other public facilities;</i>	There are adequate community facilities in proximity to the site.
<i>(iv) the adequacy of road networks leading or adjacent to, or within the development; and</i>	A Traffic Impact Statement (TIS) from October 2020 was submitted, which was an update of an earlier TIS (January 2020) which proposed two driveways off Swindon Drive. The updated TIS (Oct. 2020) proposed one driveway off Hanwell Drive. The TIS has been reviewed by HRM Traffic and Development Engineering and found to be acceptable. See clause (c) (iii) below.
<i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	N/A.
<i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
<i>(i) type of use;</i>	The proposed apartment buildings have generous setbacks from the side property lines in common with low-density residential development and visual screening in these areas to ensure that the development is compatible with the surrounding uses. Refer to policy UR-10 a) and d) above.
<i>(ii) height, bulk and lot coverage of any proposed building;</i>	Complies. Existing clauses and schedules in the agreement limit the height of the apartment buildings to 4 storeys and limit the footprint (lot coverage) and bulk (Schedules C1, C2 and C3). Refer also to policies UR-10 a) & d) above.
<i>(iii) traffic generation, access to and egress from the site, and parking;</i>	The updated TIS (qualitative assessment - Oct. 2020) has been reviewed by HRM Traffic and Development Engineering, was found to be acceptable and meets HRM's standard requirements. Therefore, analytical capacity calculations were not required. The proposed building will be serviced by one driveway off Hanwell Drive. Siting distances are adequate (taking into account the termination of Hanwell Dr. at Swindon Dr.). There will be a minimal number of new trips generated. Therefore, no significant impact on the road network is expected and no concerns were raised by staff. Parking will mostly be provided underground for residents and some surface parking will be available mainly for the commercial space. Refer also to policy IM-13 (b)

	iv) above. Overall traffic concerns of the neighbourhood, such as excessive speeds, could potentially be partly alleviated in the future by traffic calming measures. Beaconsfield Way, between Darlington and Sackville Drive, is on the list of ranked streets for traffic calming. Hanwell Dr. and Darlington Dr. are currently in the data collection phase and could be added to the list in the future.
(iv) <i>open storage;</i>	This is addressed under general clauses in the agreement, including the screening of refuse containers, propane tanks and electrical transformers and the allowance for a temporary construction building for storage of materials.
(v) <i>signs; and</i>	Signs for the commercial uses are permitted and will comply with the Land Use By-law.
(vi) <i>any other relevant matter of planning concern.</i>	N/A
(d) <i>that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding;</i>	The site has a relatively minor slope and there are no watercourses or wetlands. Final construction and site development will require compliance with standards as outlined in the proposed development agreement, applicable standards of the LUB, the Building By-law and other applicable codes. Erosion and sedimentation control and stormwater management will comply with the requirements of HRM and Halifax Water.
(e) <i>any other relevant matter of planning concern; and</i>	N/A
(f) <i>Within any designation, where a holding zone has been established pursuant to Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the Infrastructure Charges Policies of this MPS.</i>	N/A