



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

**Item No. 15.1.10**  
**Halifax Regional Council**  
**April 4, 2023**

**TO:** Mayor Savage and Members of Halifax Regional Council

**SUBMITTED BY:** Original Signed  
\_\_\_\_\_  
Cathie O'Toole, Chief Administrative Officer

**DATE:** March 28, 2023

**SUBJECT:** **Case 24388: Incentive or Bonus Zoning Agreement**  
**5185-89 South Street and 1221 Barrington Street, Halifax (The Elmwood)**

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### **ORIGIN**

On September 8, 2022, the Design Review Committee approved the qualitative elements of the substantive site plan application for the rehabilitation of the existing building and a nine storey addition to the Elmwood, at the corner of South and Barrington Streets. The Committee recommended that the Development Officer accept the preservation or enhancement of the heritage resource as the post-bonus public benefit.

### **LEGISLATIVE AUTHORITY**

- *Halifax Regional Municipality Charter:*
  - Section 245A(1): Where a municipal planning strategy so provides, a land-use by-law may provide for incentive or bonus zoning agreements respecting the HRM by Design Downtown Plan Area;
  - Section 245B(1): The Council may, by resolution, adopt or amend an incentive or bonus zoning agreement; and
  - Section 245C(1): An incentive or bonus zoning agreement is in effect until discharged by the Council.
- Section 12(7), Downtown Halifax Land Use By-law (LUB) (Attachment A)

### **RECOMMENDATION**

It is recommended that Halifax Regional Council adopt and authorize the Mayor and Clerk to enter into and execute the Incentive or Bonus Zoning Agreement, which shall be substantially of the same form as set out in Attachment B of this report, for the nine-storey, mixed-use development at 5185-89 South Street and 1221 Barrington Street, Halifax.

## **BACKGROUND**

ZZap Consulting Inc., on behalf of Galaxy Properties Limited, has proposed a nine storey addition to the existing building known as the Elmwood at 5185-89 South Street and 1221 Barrington Street, Halifax. On September 8, 2022, HRM's Design Review Committee (DRC) approved an application for substantive site plan approval.

The following highlights the major elements of the proposal:

- 79 residential units;
- Ground floor commercial on Barrington and South Streets; and
- Relocation and rehabilitation of the heritage resource (the Elmwood).

### **Proposed Public Benefit**

Within the Downtown Halifax Plan Area, maximum floor area ratios (FAR) may only be attained when a developer provides a public benefit. Where a public benefit is not provided, the developer may only build to a lower FAR. This approach is often referred to as "density bonusing" but is enabled under the *Halifax Regional Municipality Charter* as "bonus zoning." A list of eligible public benefits is found in subsection 12(7) of the Downtown Halifax Land Use By-law (LUB) (Attachment A).

The applicant proposes the public benefit to be in the form of preservation or enhancement of the heritage resource. This proposed public benefit is allowed under the LUB.

### **Role of Design Review Committee, Development Officer & Council**

In accordance with clause 4(13)(c) of the LUB, the Design Review Committee (DRC) is responsible to provide the Development Officer with advice on matters pertaining to bonus zoning in relation to substantive site plan approvals. The DRC's advice is provided in the form of a recommendation on the public benefit category for the development at the time the Committee makes its decision on the substantive site plan application.

The Development Officer is responsible for determining if a proposal meets the land use and built form requirements of the LUB. Subsection 12(9) of the LUB requires that prior to the issuance of a development permit requiring a public benefit, the developer must enter into an agreement with the Municipality to specify the terms and conditions by which the public benefit is to be provided.

At the September 8, 2022 meeting of the Design Review Committee, it was recommended that the public benefit be preservation or enhancement of the heritage resource. The *Halifax Regional Municipality Charter* requires Council approval of the adoption of an incentive or bonus zoning (public benefit) agreement. This report seeks to obtain Council's approval of the agreement.

## **DISCUSSION**

### **DRC Approval**

The LUB requires projects that exceed the maximum pre-bonus FAR limit provide a public benefit. The developer proposes to use the costs associated with restoring the contributing heritage resource as their public benefit contribution. The DRC recommended that the Development Officer accept the public benefit as proposed and specifically, their motion in this regard is as follows:

*"MOVED BY Rob Leblanc, seconded by Charlotte Fouquet*

*That the Design Review Committee:*

*Recommend that the Development Officer accept the costs associated with restoring the contributing heritage resource as the post-bonus FAR public benefit for the development.*

*MOTION PUT AND PASSED”*

### **Public Benefit Value**

The extent of the required public benefit is determined by a formula set out in the Downtown Halifax LUB. The by-law determines the extent of the required public benefit by assigning a value to any proposed floor area beyond the maximum pre-bonus floor area ratio. Projects that exceed the maximum pre-bonus floor area ratio (FAR) are required to contribute a public benefit with a value that is the equivalent to, or greater than the minimum value set out in the By-law.

The site has a pre-bonus FAR limit of 2, and a post-bonus FAR limit of 4. The proposed FAR for the building is 3.72, which means that a public benefit contribution is required. Within Precinct 2, Old South Suburb Heritage Conservation District, there is a specific calculation that determines the required minimum public benefit value. The applicant is requesting an additional 3,207 square metres of floor area resulting in a total required public benefit of \$165,481. The proposal from the developer exceeds this amount, equalling a value of approximately \$555,500 (Attachment B, Schedule B). The proposed work includes the rehabilitation of shingles and trim, the verandah, roof and exterior paint.

As the proposed public benefit exceeds the minimum required benefit, staff recommend that Regional Council adopt, by resolution, the Incentive or Bonus Zoning Agreement as provided in Attachment “B” of this report for the mixed-use development located at 5185-89 South Street and 1221 Barrington Street, Halifax.

### **FINANCIAL IMPLICATIONS**

The HRM costs associated with processing this application can be accommodated within the approved 2022-2023 operating budget for Planning and Development.

### **RISK CONSIDERATIONS**

No risks considerations were identified.

### **COMMUNITY ENGAGEMENT**

Community Engagement as described by the Community Engagement Strategy is not applicable to the public benefit contribution component of the site plan approval process.

### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications were identified.

**ALTERNATIVES**

Regional Council may defeat the staff motion recommending the Incentive or Bonus Zoning Agreement substantially of the same form as set out in Attachment B of this report. This would necessitate further submissions by the developer, and require advisement by the Design Review Committee, as well as a supplementary report from staff.

**ATTACHMENTS**

Attachment A	Section 12 (7) of the LUB- Public Benefit Categories
Attachment B	Incentive or Bonus Zoning Agreement

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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: Alex Wilson, Planner I, 902.719.9248  
Stephanie Norman, Principal Planner/Development Officer, 902.719.9248

## Attachment A

### Section 12(7) of the LUB - Public Benefit Categories

- (7) Subject to meeting all applicable requirements of this By-law, development pursuant to subsection (1) shall be permitted where the developer provides one or a combination of the following public benefits:
- (a) where the development includes a registered heritage property which is to be maintained, the preservation or enhancement of the heritage resource;
  - (b) the provision of publicly accessible amenity or open space, where a deficiency in such spaces exists;
  - (c) the provision of residential units at a subsidized cost to contribute to housing affordability in the Downtown Halifax Secondary Municipal Planning Strategy plan area;
  - (d) the provision of 3 and 4 bedroom units with direct access to outdoor amenity space;
  - (e) the provision of rental commercial space made available at a subsidized cost for arts or cultural uses;
  - (f) the provision of public art;
  - (g) the provision of public parking facilities, where a deficiency in such facilities exists;
  - (h) investment in public transit or active transportation infrastructure;
  - (i) the provision of exemplary sustainable building practices.
  - (j) the undergrounding of overhead electrical and communication distribution systems. (RC-Dec 13/11;E-Mar 10/12)**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, A.D., 2023.

**BETWEEN:**

**GALAXY PROPERTIES LIMITED, a body corporate,**

(hereinafter called the “Developer”)

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY, a body corporate,**

(hereinafter called the “Municipality”)

OF THE SECOND PART

**WHEREAS** the Developer is the owner of the Property and has proposed a Development related that exceeds the maximum pre-bonus height identified on Map 4 of the *Downtown Halifax Land Use By-law*;

**AND WHEREAS** Section 12 of the *Land Use By-law* requires that a Public Benefit be provided on the Property being developed for all or part of any storey above the Pre-Bonus Height;

**AND WHEREAS** it is feasible to provide the Public Benefit required by the *Land Use By-law* on the Property being developed;

**AND WHEREAS** the Developer has selected to provide the preservation and enhancement of the heritage resource on the Property to satisfy the Public Benefit required by the *Land Use By-law*;

**AND WHEREAS** on September 8, 2022 the Design Review Committee approved the Development;

**AND WHEREAS** on September 8, 2022 the Design Review Committee recommended to the Developer Officer of the Municipality acceptance of the Public Benefit, and by approving this Agreement, the Council of the Municipality has accepted the preservation and enhancement of the heritage resource on the Property as the Public Benefit for the Development;

**WITNESS THAT** in consideration of the benefits accrued to each Party from the mutual promises and covenants herein contained and the sum of \$1.00 now paid by the Developer to the Municipality (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto agree as follows;

## **Definitions**

1. In this Agreement all words shall carry their ordinary meaning except those defined in the *Downtown Halifax Land Use By-law* and, unless the context otherwise requires, the following words shall have the following meanings:

- (a) “Council” means the Council of the Municipality;
- (b) “Development” means a nine-floor mixed-use addition and heritage rehabilitation to the building known as the Elmwood on the Property;
- (c) “Employee” includes all the agents, servants, employees and officers of the Municipality;
- (d) “Incentive or bonus zoning” means requirements that permit the relaxation of certain requirements if an applicant exceeds other requirements or undertakes other action, in the public interest, as specified in the requirements;
- (e) “Land Use By-law” means the *Downtown Halifax Land Use By-law*, as amended from time to time;
- (f) “Municipality” means the Halifax Regional Municipality;
- (g) “Property” means the lands comprising the site where the Public Benefit is to be provided being 5185-89 South Street and 1221 Barrington Street, Halifax, Nova Scotia, known as PIDs 00092734 and 00092742 and as more particularly set out in Schedule “A” attached hereto; and
- (h) “Public Benefit” means:
  - (a) one or a combination of the public benefits provided by the Developer pursuant to subsection 12(7) of the *Land Use By-law*; and
  - (b) as agreed to by the Parties pursuant to section 2 of this Agreement.

## **Public Benefit**

2. The Parties agree that the Developer will provide the preservation or enhancement of the heritage resource on the Property as the Public Benefit required under subsections 12(1) and 12(7) of the *Land Use By-law* and as more particularly described in Schedule B.

3. The Developer agrees to provide the Public Benefit in accordance with Schedule B in exchange for exceeding the Maximum Pre-Bonus Height for the Property.

## **Term of Agreement**

4. This Agreement is in effect until discharged by the Council.

## **Reporting of Public Benefit**

5. Prior to the issuance of the first Occupancy Permit for the Development the Developer agrees to provide a report to a Development Officer confirming that the Public Benefit has been completed.

**Construction of Public Benefit**

6. The Developer agrees:

(a) to install and construct the Public Benefit:

- (i) at its own cost;
- (ii) in a good and workmanlike manner;
- (iii) in accordance with Schedule B;
- (iv) as sustainable building practises; and
- (v) in compliance with all Applicable Laws;

(b) to complete construction of the Public Benefit which shall be completed by the time of the issuance of the first Occupancy Permit on the Property pursuant to the *Building By-law* (HRM By-law B-201).

**Restoration of Public Benefit During The Term of the Agreement**

7. If, at any time during the term of this Agreement:

- (a) any of the Public Benefit fails to function or fails to function properly, in whole or in part, or
- (b) the Development Officer determines that any repairs or to the Public Benefit are required to ensure that the Public Benefit does and will continue to function properly,

the Developer shall, within thirty (30) calendar days after receipt of notice, in writing, from the Development Officer, make such repairs or alterations as may be required, and if the Developer fails to do so, the Municipality may make such repairs or alterations.

8. If the Municipality undertakes any repairs or alterations, the Developer shall be responsible for the whole and entire cost thereof and the Developer shall reimburse the amount expended by the Municipality within fourteen (14) calendar days after a demand therefor by the Municipality.

**Release and Indemnity**

9. The Developer hereby agrees to assume, and does hereby assume, any and all liability and to indemnify, protect and save and keep harmless the Municipality and its Employees from and against any and all liabilities, obligations, losses, damages, penalties, proceeding, claims, actions (including negligence and wrongful death), suits, costs and expenses (including legal expenses) of whatsoever kind and nature imposed or assumed by, incurred by or asserted against the Municipality, or its Employees, in any way relating to or arising out of the failure by the Developer to observe, fulfill or perform any agreement, condition, covenant, obligation, promise, provision, representation or warranty contained in this Agreement to be observed, fulfilled or

performed by the Developer, is required by the Municipality, or resulting from the breach of any agreement, condition, covenant, obligation, promise, provision, representation or warranty contained herein on the part of the Developer.

## **GENERAL PROVISIONS**

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

10. 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 Property.

### **Applicability of Laws**

11. This Agreement shall be construed pursuant to the laws of the Province of Nova Scotia.

12. 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 Property or any statute or regulation of the Provincial or 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 Property.

### **Schedules**

13. The following Schedules shall form part of this Agreement:

- Schedule "A" - Legal Description of the Properties
- Schedule "B" - Post Bonus Cost Estimates

### **Amendments**

14. This Agreement may only be amended with the mutual consent of the Developer and the Council of the Municipality.

### **Conflict**

15. Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

16. 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.

### **Provisions Severable**

17. 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.

**Registration and Subsequent Owners**

18. 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.

19. This Agreement shall run with the land and be binding upon the Parties hereto, their heirs, administrators, executors, successors, assigns, mortgagees, lessees and all subsequent owners.

20. Upon the transfer of title to any part of the Property, the subsequent owner(s) thereof shall observe and perform all the terms and conditions of this Agreement to the extent applicable to the transferred part of the Property.

**Discharge of Agreement**

21. If the Developer fails to complete the Development after **three (3)** 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.

22. Council may, at any time, review this Agreement, in whole or in part, and may:

- (a) negotiate a new Agreement; or
- (b) discharge this Agreement.

**Breach of Agreement and Failure to Comply**

23. Failure to meet any section of this Agreement, including the Schedules, shall be considered a breach of this Agreement.

24. The Developer agrees that:

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

25. If the Developer fails to observe, fulfill or perform any agreement, condition, covenant, obligation, promise, provision, representation or warranty of this Agreement after the Municipality has given the Developer thirty (30) calendar 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 Property and perform any of the agreement, condition, covenant, obligation, promise, provision, representation, or warranty contained in this Agreement or take such remedial action as is considered necessary to correct a breach of this Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Property or from the performance of the agreement, condition, covenant, obligation, promise, provision, representation or warranty, or any other remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the *Assessment Act*; and

(c) 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.

**Time**

26. Time shall be the essence in this Agreement.

**THE REST OF THIS PAGE IS BLANK.**

**IN WITNESS WHEREOF** the parties have executed this agreement as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED in**  
the presence of

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

**Name:**

**Office held:**

\_\_\_\_\_  
Witness

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

**Name:**

**Office held:**

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**SEALED, DELIVERED AND**

**HALIFAX REGIONAL  
MUNICIPALITY**

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

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

Mayor

\_\_\_\_\_  
Witness

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

Clerk

\_\_\_\_\_  
Witness

**SCHEDULE A**

**Legal Description of the Properties**

*PID 00092734*

ALL that certain lot or parcel of land situate on the corner of Barrington (formerly Pleasant) and South Streets in the South suburbs of Halifax, in the County of Halifax, Province of Nova Scotia, being part of the real estate formerly of Charles Hill Wallace, deceased, and more particularly described as follows:

BOUNDED Westerly by Barrington Street aforesaid;

NORTHERLY by land and premises formerly of Adam Esson, and afterwards of Benjamin W. Salter;

EASTERLY by another part of the real estate of the said Charles Hill Wallace, deceased, conveyed to Henry Peters by Deed bearing date the 1st day of March, A.D. 1865, and

SOUTHERLY by South Street, measuring in front and rear One Hundred and Forty-four (144) feet, more or less, and in depth Eighty-six (86) feet, more or less.

TOGETHER WITH the full and unrestricted use and right and privilege of using, to and for the said Grantee, its successors and assigns, the tenants and occupiers of the said hereby granted land and premises, the drain now constructed and leading from the East end of the former stable and coach house on the said above granted land and premises, across the said land and premises granted and conveyed to Henry Peters by deed bearing date the first day of March, A.D. 1865, to Hollis Street, and also the free and uninterrupted right and liberty of ingress and egress in and to and from and out of the land and premises last mentioned at any and all convenient times, from time to time, as occasion may require and, with workmen and labourers, to open up the soil for the purpose of mending, cleansing and repairing the said drain, doing no unnecessary damage to the said last mentioned land and premises. This easement originates in a deed recorded in book 149 page 625, on Sept. 22, 1865.

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

*PID 00092742*

ALL that certain lot, piece or parcel of land situate,

lying and being on the eastern side of Barrington Street, in the

City of Halifax, being a consolidation of Lot A and a portion of Property known as Civic No. 257 Barrington Street (Lot B) shown on a plan made by Nolan Bros. & Co., Consulting Civil Engineers & Land Surveyors, dated February 5, 1957, and being more particularly described and bounded as follows:

BEGINNING on the Eastern boundary line of Barrington Street at that point thereon at which the said street boundary is intersected by the northern boundary line of lands formerly owned by Charles Hill Wallace and later by Mrs. Esson. Now owned by Sarah Heinisch;

THENCE to run northwardly along the said eastern boundary line of Barrington Street fifty-five feet (55') more or less, unto the intersection therewith of the southern boundary line of lands formerly sold by Benjamin W. Salter and Samuel Noble to William Bauld, Junior, and now owned by Laing House Association;

THENCE to run eastwardly along the said southern boundary line of the last named lands one hundred and forty-four feet (144') more or less, unto the western boundary line of lands formerly belonging to the Estate of the late James and Michael Tobin, now owned by The Hardman Group;

THENCE to run southwardly along the said western boundary line of the last named lands and the western boundary line of lands owned now by Galaxy Properties Limited, fifty-four feet one inch (54' 1") more or less unto the said northern boundary line of other lands now owned by Galaxy Properties Limited;

THENCE. to run westwardly along the said northern boundary line of the last named lands one hundred and forty-four feet six inches (144' 6") more or less unto the place of beginning;

A PORTION THEREOF (LOT A) HAVING BEEN CONVEYED by Robert A. Smilestone et ux, to Robert B. Slaven, Trustee, by Deed dated February 28th, A.D., 1957, and registered in the Registry of Deeds at Halifax in Book 1456, Page 252 and also including another portion (of LOT B) thereof HAVING BEEN CONVEYED by Robert A. Smilestone et ux, to Robert B. Slaven by Deed dated February 14th. A.D., 1957 and registered in the before mentioned Registry of Deeds in Book 1465, Page 585, and by Robert B. Slaven et al to Midas Investments Limited by Deed dated November 25th, A.D., 1957,

registered in the before mentioned Registry of Deeds in Book 1509, Page 420 and by Midas Investments Limited to John Russell Campbell by Deed dated June 1st. A.D., 1959. and registered in the before mentioned Registry of Deeds as document number 9430 and by John R. Campbell et ux to Gladys Phipps by Deed dated June 23rd, A.D., 1959 and registered in the before mentioned Registry of Deeds in Book 1620, Page 851.

Attachment B

BEING and INTENDED TO BE one parcel of land consolidated by approval of strip 1.5' x 144'+/- to be conveyed from Lot B to Lot A dated March 19, 1957 as shown on Plan recorded as Plan No. 3311 in Drawer 45.

THE PROPERTY HEREINBEFORE DESCRIBED being subject to a right of way ten (10') feet in width along the northern side thereof for Robert A. Smilestone, his heirs and assigns, in common with the Grantor and Grantee herein, for persons, animals and vehicles by day or by night, as will more fully appear by reference to grant of right-of-way from Robert B. Slaven to Robert A. Smilestone, dated April 8th. A.D., 1957 and registered in the before mentioned Registry of Deeds in Book 1461, Page 599 save as partially released as follows.

SAVING AND EXCEPTING thereout and there from the said right-of-way reservation, the following lot of land which was released from said right-of-way by way of Quit Claim Deed made between Robert A. Smilestone et ux and Midas Investments Limited dated June 5th. A.D. 1959, recorded in the said Registry of Deeds in Book 1618, Page 602 and therein described as follows:

ALL that certain lot, piece or parcel of land situate. Lying and being in the City and County of Halifax and Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING on the eastern official City street line of Barrington Street at that point thereon at which said street line is intersected by the northern face of the northern wall of that building occupied by Underwood Limited and bearing Civic Number 253-255 Barrington Street;

THENCE from the said point of beginning to run eastwardly along the said northern face of the northern wall of said building seventy-four decimal sixty-five feet (74.65') with the northern angle thereof;

THENCE to run southwardly along the eastern wall of the said building zero decimal seventy-four feet (0.74'), more or less with the southern boundary of a right-of-way described in a grant of easement from Robert B. Slaven to Robert A. Smilestone dated April 8th, A.D. 1957, and recorded at the Registry of Deeds at Halifax aforesaid, in Book 1461, Page 599 et seq.;

THENCE to run westwardly along the said southern boundary line of the aforementioned right-of-way seventy-four decimal sixty-five feet (74.65'), more or less, with the place of beginning.

\*\*\* Municipal Government Act, Part IX Compliance \*\*\*

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HALIFAX COUNTY

Registration Year: 1957

Plan or Document Number: 3311



**5185-5189 South Street & 1221 Barrington Street, Halifax NS**

***The Elmwood at 5185-5189 South Street – Anticipated Rehabilitation Costs***

The following addresses only the rehabilitation work to the existing building envelope.

- Floor area: ±2,580 sf
- Perimeter: ±233 ft
- Exterior wall area: ±2,167 sf

Required Public Benefit: 3,207 sqm of additional FAR x 0.2 x 258 = **\$165,481**

Shingles and trim	150,000
Verandah	180,000
Roof	120,000
Exterior Paint	100,000
	<hr/>
Anticipated Rehabilitation Costs	550,000
Management and General Conditions	10% 5,500
	<hr/>
<b>Total Rehabilitation Budget</b>	<b>\$555,500</b>

The above cost estimates are preliminary and are subject to change.

Sincerely,



Connor Wallace MCIP, LPP  
Principal  
ZZap Consulting Inc.