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Item No. 14.1.1
North West Community Council
November 10, 2025

TO: Chair and Members of North West Community Council

FROM: Erin MacIntyre, Acting Executive Director of Planning and Development

DATE: October 24, 2025

SUBJECT: **PLANAPP 2023-01246: Development Agreement for a Conservation Design Development on Prospect Road (PID 00381715), Whites Lake**

ORIGIN

Application by the property owner.

EXECUTIVE SUMMARY

This report recommends a development agreement to permit a low-density classic conservation design development on lands located off Prospect Road in Whites Lake. The proposed development consists of 12 residential units in the form of single unit dwellings located off a new common shared private driveway while a minimum of 40% of the net developable land area is retained as common open space. Policies S-15, S-16 and S-17 of the Regional Municipal Planning Strategy allows for the consideration of this proposal by development agreement. Staff recommend that North West Community Council approve the proposed development agreement.

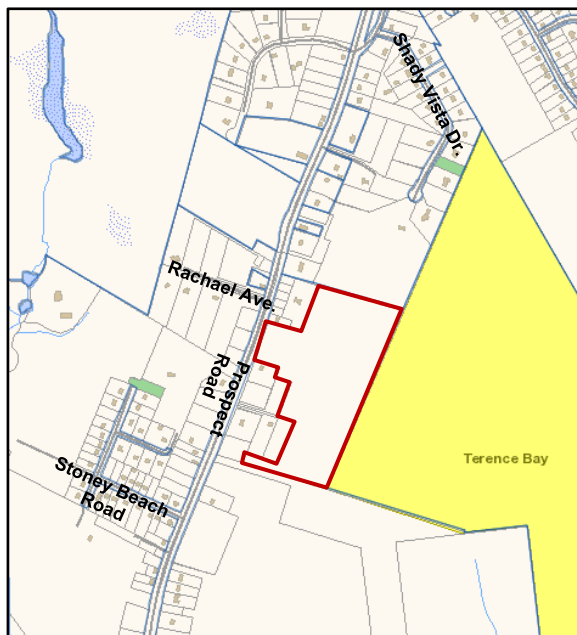
RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to allow a low-density classic conservation design development on Prospect Road (PID 00381715) in Whites Lake and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the 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

The property owner has applied for a development agreement to allow a Low-Density Classic Conservation Design Development, consisting of 12 single unit dwellings off Prospect Road (PID 00381715) in Whites Lake. The proposal is a condominium-style form of development with access by way of a common shared private driveway. This form of development is enabled under Policies S-15, S-16 and S-17 of the Regional Municipal Planning Strategy (Regional Plan).



Source: HRM Mapping

Conservation Design Developments (CDD) were initially introduced as part of the 2006 Regional Plan and are the manner by which larger scale residential subdivisions may be considered in rural areas of the Municipality. The intent of CDD developments is to conserve open space in a contiguous form and protect sensitive environmental features while enabling appropriate residential densities. Building sites are generally located on portions of a property best suited for development, while the remainder of the site is retained as Common Open Space for active and passive recreation purposes as well as for the location of infrastructure required to service the development.

There are three types of CDD enabled through the Regional Plan - *High Density Classic*, *Low Density Classic*, and *Hybrid*. The type of CDD and the available density ratio is set out in Table 3-4 of the Regional Plan and is determined by the location of the site within a Rural Growth Centre and the type of available servicing. The subject site is located outside a Rural Growth Centre, which enables consideration of lower densities.

On October 3, 2025, the Minister of Municipal Affairs issued the Interim Planning Area Order that directed that development in relation to the Minimum Planning Requirements Regulations be given effect immediately. One of the Minimum Planning Requirement Regulations requires that developments that commence construction before April 1, 2028 and enabled under the CDD policies have the maximum density calculated based on a lot's gross area. Previously, the density calculation was based on the net developable area, which is defined as "*the gross area of a property excluding riparian buffers and wetlands, bare rock, slopes in excess of 30% and floodplains*". For this application, the maximum number of units permitted on the subject site is not affected by the Minimum Planning Requirement Regulations. The calculation based on the lot's gross area and the net developable area is the same given the subject site has minimal primary conservation features. The Regional Plan also requires that a percentage of the net

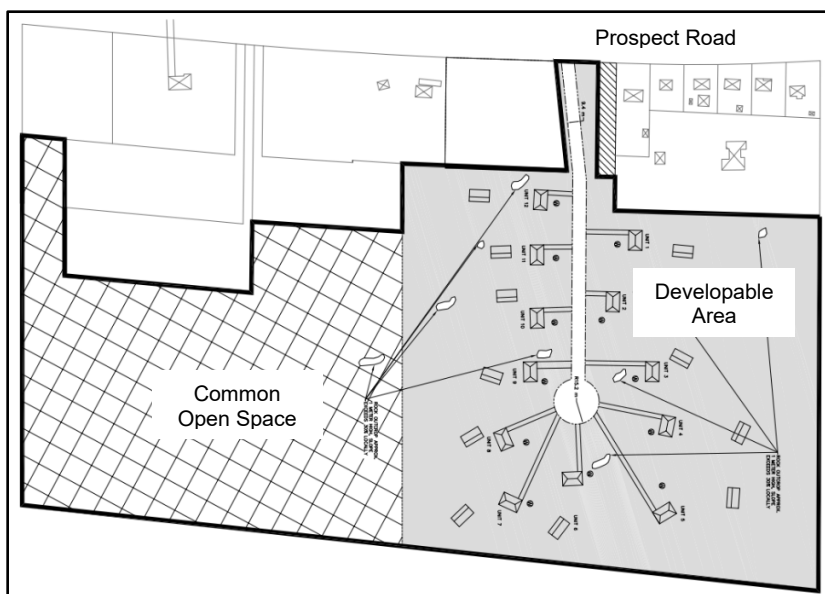
developable area be conserved as common open space, and this percentage varies depending on the type of CDD proposed.

Subject Site	Prospect Road (PID 00381715) (a portion of the lands is proposed to be subdivided to create a new residential lot fronting on Prospect Road adjacent to Civic 2696 as well as a portion is proposed to be consolidated with Civic 2672)
Location	North of the Stoney Beach Road and Prospect Road intersection, along the eastern side of Prospect Road and adjacent to the Terence Bay Protected Area
Regional Plan Designation	RC (Rural Commuter)
Community Plan Designation (Map 1)	Residential A (RA) under the Planning District 4 Municipal Planning Strategy (MPS)
Zoning (Map 2)	Residential A-3 (RA-3) under the Planning District 4 Land Use By-law (LUB)
Size of Site	The area subject to this application totals approximately 12.07 hectares (29.8 acres)
Street Frontage	The frontage of lands subject to this application totals approximately 28.5 metres (93.5 feet) on Prospect Road
Current Land Use(s)	Vacant
Surrounding Use(s)	Low density residential, vacant protected area

Proposal Details

The applicant proposes to develop a 12-unit Low-Density Classic Conservation Design Development (CDD) consisting of single unit dwellings, accessed via a new common shared private driveway. This is a condominium-style form of development meaning that all the dwellings will be located on one lot, rather than on individual lots. Units on this lot will share infrastructure such as access, on-site wells and septic systems, however, individual on-site wells and septic systems are also permitted and have been proposed by the property owner. The major aspects of the proposal are as follows:

- 12 single unit dwellings;
- Access to Prospect Road will be provided via a new common shared private driveway;
- Services via individual on-site wells and septic systems; and
- 40% of the subject site will be conserved as open space.



Source: Site Plan prepared and submitted as part of the Planning Application PLANAPP-2023-01246

Enabling Policy and LUB Context

The subject site is designated RA (Residential A) under the Planning Districts 4 Municipal Planning Strategy (MPS) and zoned RA-3 (Residential A-3) under the Planning Districts 4 Land Use By-Law (LUB). Under the Regional Plan, the site is designated RC (Rural Commuter) and located outside a Rural Growth Centre. Conservation Design Development is enabled under the Regional Plan for properties designated RC and may only be considered for a lower density when located outside a Rural Growth Centre.

As the subject site is located outside of a Rural Growth Centre, the lands are eligible for a *Low-Density Classic* form of Conservation Design Development under Policies S-15 and S-16 of the Regional Plan. Policy requires the subject parcel to have been in existence prior to April 29, 2006, and have a minimum of 20 metres of continuous frontage on a publicly owned and maintained street that has also been in existence prior to April 29, 2006. Policies S-17 and G-15 of the Regional Plan provide the criteria for consideration in reviewing the proposal.

DISCUSSION

Staff have reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the Regional Plan. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant Regional Plan policies.

Proposed Development Agreement

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

- Allows for a maximum of 12 single unit dwellings;
- Places controls on the design of the single unit dwellings in terms of location, height, setbacks and minimum separation distances;
- Standards for the new common shared private driveway;
- Servicing the development either through shared systems or individual on-site septic and well systems;
- Retention of 40% of the Lands as Common Open Space; and
- Lists matters that are able to be considered as non-substantive amendments including extension to the dates of commencement and completion of development.

The attached development agreement will permit 12 single unit dwellings accessed from Prospect Road by a new common shared private driveway. Of the matters addressed by the proposed development agreement to satisfy the Regional Plan criteria as shown in Attachment B, the following have been identified for detailed discussion.

Site Suitability and Design

Policies S-16A(c) and S-17(a) and (b) require that site development, connectivity, and open space design be taken into consideration for any Conservation Design Development application made pursuant to policies S-14A and S-15A. Policy S-16A(c) states that *any Conservation Design Development application made pursuant to policies S-14A and S-15A shall be in accordance with Table 3-4A and Primary Conservation Areas or Features as defined in Table 3-4A are protected and retained as Open Space*. Policy S-14(a) and (b) further state that *Secondary Conservation Areas are incorporated as part of the overall Open Space Requirements; and that the proposed streets and buildings sites are designed to avoid, where possible, Conservation Areas and Features*.

Table 3-4 of the Regional Plan previously permitted a maximum density of one unit per hectare of Net Developable Area for Low Density Classic Conservation Design Developments and requires that a minimum of 40% of the Net Developable Area be conserved as a Common Open Space. As noted above, the density calculation for the subject site is not impacted by the Minimum Planning Requirement Regulations as the maximum number of permitted units is the same using either the lot's gross area or the

lot's net developable area. The permitted maximum density for a Low Density Classic Conservation Design Development is unchanged at a ratio of one unit per hectare, now calculated on the lot's gross area.

The area of the site subject to this development agreement totals approximately 12.07 hectares (29.8 acres) in area, of which only 320 square metres (0.03 hectares) have been identified as Primary Conservation Areas. The remaining 12.04 hectares (29.75 acres) of the site would be considered the Net Developable Area, under the previous density calculation requirements. The proposed Developable Area totals 7.21 hectares (17.8 acres) which is approximately 60% of the Net Developable Area, meeting the intent of the policy by retaining approximately 40% of the Net Developable Area as Common Open Space. Activity within the Common Open Space is limited to conservation uses, passive recreation, trails and necessary servicing infrastructure.

The Primary Conservation Area, which is conserved as Common Open Space, includes environmentally sensitive areas such as steep slopes. The identification and conservation of these features influence the design of the development by forcing the common shared private driveway and single unit dwellings to be clustered within the Developable Area, leaving the Common Open Space as contiguous and undisturbed forest. The Secondary Conservation Features that have been identified on the subject site is bare rock which are located within the Common Open Space. As mentioned, development within the Common Open Space is limited and will be controlled through the provisions of the development agreement and satisfies the intent of Policies S-16A(c) and S-17(a) and (b).

Access, Egress, and Traffic Generation

Policy G-15(a)(iv) states that *in considering development agreement applications pursuant to the provisions of this Plan, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the adequacy of road networks leading to or within the development.* As part of this application, the applicant submitted a Traffic Impact Statement which was reviewed and accepted by Nova Scotia Department of Public Works as Prospect Road is a provincially owned and maintained road. Traffic generation, access to and egress from the site are not anticipated to create any conflicts.

Further, Policy S-16A(e) states that *any Conservation Design Development application made pursuant to policies S-14A and S-15A shall be in accordance with Table 3-4A that a private driveway for Low Density Classic Conservation Design Development and High Density Classic Conservation Design Development shall only provide access to a public street for up to 20 dwelling units.* The application proposes a new common shared private driveway, via Prospect Road, for the Low-Density Classic Conservation Design Development for a maximum of 12 single unit dwellings. The development agreement provides a minimum standard for the common shared private driveway which has been approved by HRM Development Engineering. Each single unit dwelling will have its own driveway access from the new common shared private driveway and will be required to provide a minimum of two parking spaces. This will minimize parking on the shared driveway and help to ensure there is adequate space available for emergency and service vehicles.

Groundwater Capacity

Policy S-16A(a) states that *any Conservation Design Development application made pursuant to policies S-14A and S-15A shall be in accordance with Table 3-4A and where the proposed development is to be serviced by a groundwater supply, a hydrogeological assessment conducted by a qualified professional has determined that there is an adequate supply of groundwater to service the development without adversely affecting groundwater supply in adjacent developments.*

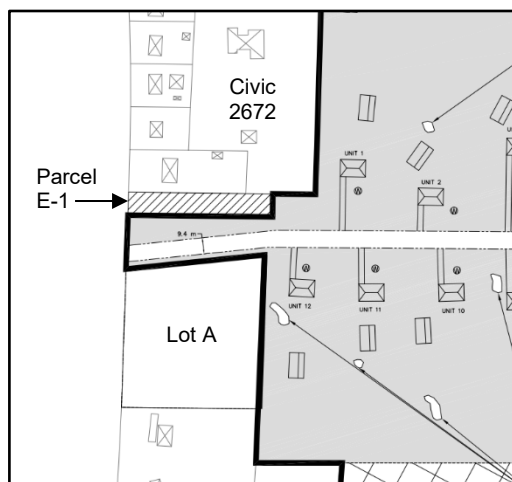
As part of this application, the applicant provided a Level 1 Groundwater Assessment which was reviewed by a third-party review agency contracted by HRM. HRM's third-party review agency found the assessment to be generally acceptable in terms of completeness and consistency with the Nova Scotia Environment and Climate Change Guide for industry standards. The assessment determined that there is an adequate supply of groundwater to service the development without adversely affecting groundwater supply in adjacent development and the relative risk for inadequate groundwater quality or quantity is low. A Level II Assessment, which is a more vigorous analysis of the property and will confirm through field work that an

adequate supply of groundwater for the proposed development is present is required prior to construction. This requirement has been incorporated into the proposed development agreement, along with further recommendations for the Level II Assessment. Should the Level II Assessment determine that there is inadequate groundwater capacity to service all 12 single unit dwellings, the proposed number of permitted dwellings will have to be reduced such that there is an adequate supply of groundwater.

Signing Period and Subdivision

The subject site comprises a total of 12.74 hectares (31.48 acres). Pending approval from Council on the development agreement, the developer intends to subdivide off a portion of the subject site to create 'Lot A' as shown in the image below. Additionally, the adjacent property, 2672 Prospect Road, is an existing lot without frontage along the Prospect Road and access to the lot is provided via a private easement over the subject site. The developer has indicated that they intend to complete a lot boundary adjustment, and the portion of the property labelled "Parcel E-1" as shown on the image below, the area of land subject to the private easement, will form part of Civic 2672.

Following the completion of the proposed subdivisions noted above, the remaining area of land that will be subject to the development agreement will be approximately 12.07 hectares (29.8 acres). The proposed subdivision of Lot A and boundary adjustment for Parcel E-1 are not anticipated to impact the proposed 12 single unit dwellings proposed provided that the lot's gross area remains at a minimum of 12 hectares (29.65 acres). To allow the developer sufficient time to complete the subdivision process, staff are recommending extending the signing period for the agreement following a Council approval and completion of the required appeal period. While normally agreements are required to be signed within 120 days, staff recommend doubling this time period to 240 days. This extension would have no impact on the development rights held within the agreement, and the agreement could be executed in a shorter period of time if the situation permits.



Source: Snip of the Site Plan prepared and submitted as part of the Planning Application PLANAPP-2023-01246

Minimum Planning Requirements

In August 2024, the Province of Nova Scotia announced 12 new minimum planning requirement regulations made under subsection 229(4) of the *Halifax Regional Municipality Charter*. These requirements are intended to make sure that the municipality's planning framework, including policies, by-laws, regulations, decisions and development approvals recognize the current housing crisis in the HRM and work to support the increase in housing supply.

One of the 12 new minimum planning requirement regulations pertains to Conservation Design Development applications where commencement of the proposed development occurs prior to April 1, 2028. The minimum planning requirement regulations for Conservation Design Development applications

indicates density be based on the gross developable area instead of the net developable area. As noted above, on October 3, 2025, the Minister of Municipal Affairs issued the Interim Planning Area Order, directing that development in relation to the Minimum Planning Requirements Regulations be given immediate effect. Staff have reviewed this application to determine if the minimum planning requirement regulations would impact the density for the subject site. As noted above within the Discussion section of this report, the gross developable area of the site subject to the development agreement is 12.07 hectares (29.8 acres). As the site contains minimal Primary Conservation Areas, 320 square meters (0.03 hectares), the density for the site would be 12 units regardless of if the calculation was based on the gross developable area or the net developable area.

At the time of drafting this report, HRM staff are currently working on amendments to the Regional Plan to include the 12 minimum planning requirement regulations as well additional amendments to the Regional Plan which would include allowing for backyard and secondary suites as a permitted use in Conservation Design Developments. The proposed amendments would allow for backyard and secondary suites as a permitted use, as additional units to the density calculation, provided that the proposal is serviced with municipal water or has demonstrated that sufficient groundwater is available. Staff discussed the option with the applicant of placing this application on hold until the proposed changes to the Regional Plan come into effect to allow for the consideration of backyard and secondary suites as part of the proposed development. To avoid delays and to begin construction as quickly as possible, the applicant has indicated that they wish to proceed ahead of the proposed amendments and not place the application on hold. The applicant will have the ability in the future to apply for a substantive amendment to the development agreement to allow for backyard and secondary suites, should they wish to do so, and pending all applicable studies (i.e., groundwater assessment) are provided.

Priorities Plans

In accordance with Policy G-14A of the Halifax Regional Plan, staff considered the objectives, policies and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027 in making its recommendation to Council. With respect to Halifax's Green Network Plan and Policy S-17(k) of the Regional Plan, the property is located within proximity to an identified Important Corridor as shown on Map 5: Green Network Ecology. Policy S-17(k) of the Regional Plan directs consideration of the connectivity of natural networks with any open space on adjacent parcels, generally shown as Important and Essential Corridors. The proposed layout of the development will cluster the single unit dwellings together along the northern portion of the property with the southern portion retained as common open space near the identified Important Corridor. Development within the common open space is restricted to stormwater management infrastructure, on-site wastewater and water systems where necessary, conservation related uses, and trails. Fences are prohibited within the common open space area, except where necessary to enclose stormwater management infrastructure or on-site wastewater and water systems. This property provides infill development within an existing neighbourhood of single unit dwellings, while also conserving much of the property as nature vegetation. Therefore, staff advise the location and design of the proposed development satisfies the objectives the Halifax Green Network Plan with respect to Map 5: Green Network Ecology Map.

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 Regional Plan. Staff advise that the proposed development is compatible with the scale and form of existing land uses of the surrounding neighbourhood. Aspects such as traffic generation, groundwater capacity, and ecological corridors have been considered and regulated accordingly in the proposed development agreement. Therefore, staff recommend that North West Community Council approve the proposed development agreement.

FINANCIAL IMPLICATIONS

The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2025-2026 operating budget for Planning and Development.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing 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. Regulatory and Appeals Boards. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy and the Public Participation Administrative Order (2023-002-ADM). The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, and letters mailed to property owners within the notification area. A total of 134 letters were mailed to property owners and tenants within the notification area (Map 2). The HRM website received a total of 396 unique pageviews over the course of the application, with an average time on page of 38 seconds. Staff received 11 responses from the public. The public comments received include the following topics:

- Support for the proposed residential development;
- Questions and clarifications related to Conservation Design Development;
- Concerns related to increased traffic and the proposed entrance off the Prospect Road;
- Concerns related to potential stormwater run-off;
- Concerns related to available groundwater supply; and
- Concerns related to the potential loss of wildlife connectivity and conservation area.

A public hearing must be held by North West Community Council before they can consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the advertisement on the HRM webpage, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

ENVIRONMENTAL IMPLICATIONS

No environmental concerns were identified beyond the considerations raised in this report.

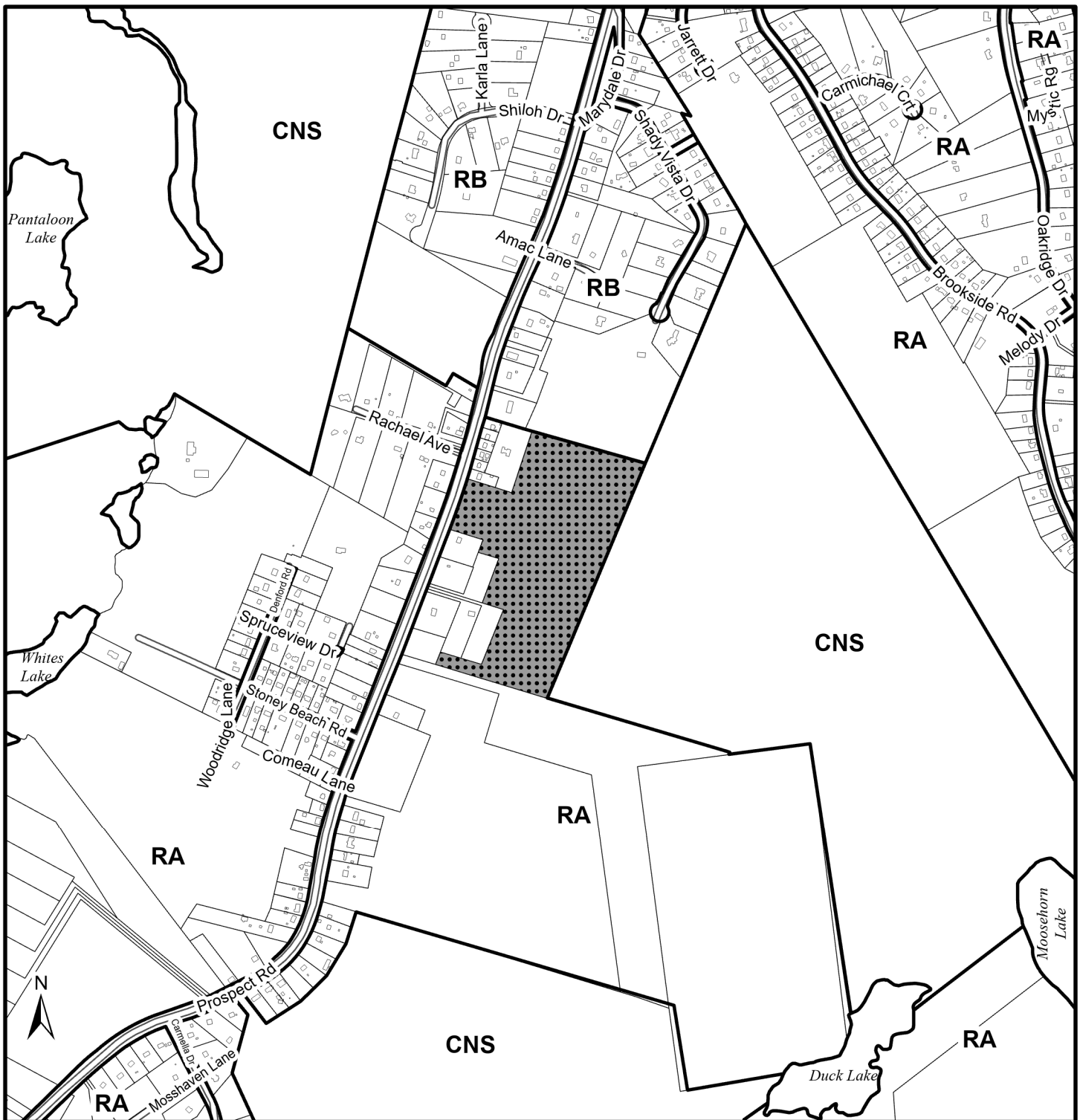
ALTERNATIVES

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

ATTACHMENTS

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

Report Prepared by: Jess Harper, Principal Planner – Rural Policy and Application, 902.478.6875



Map 1 - Generalized Future Land Use

PID 00381715

Prospect Road, Whites Lake

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Designation

 Subject Property

CNS	Conservation
RA	Residential A
RB	Residential B

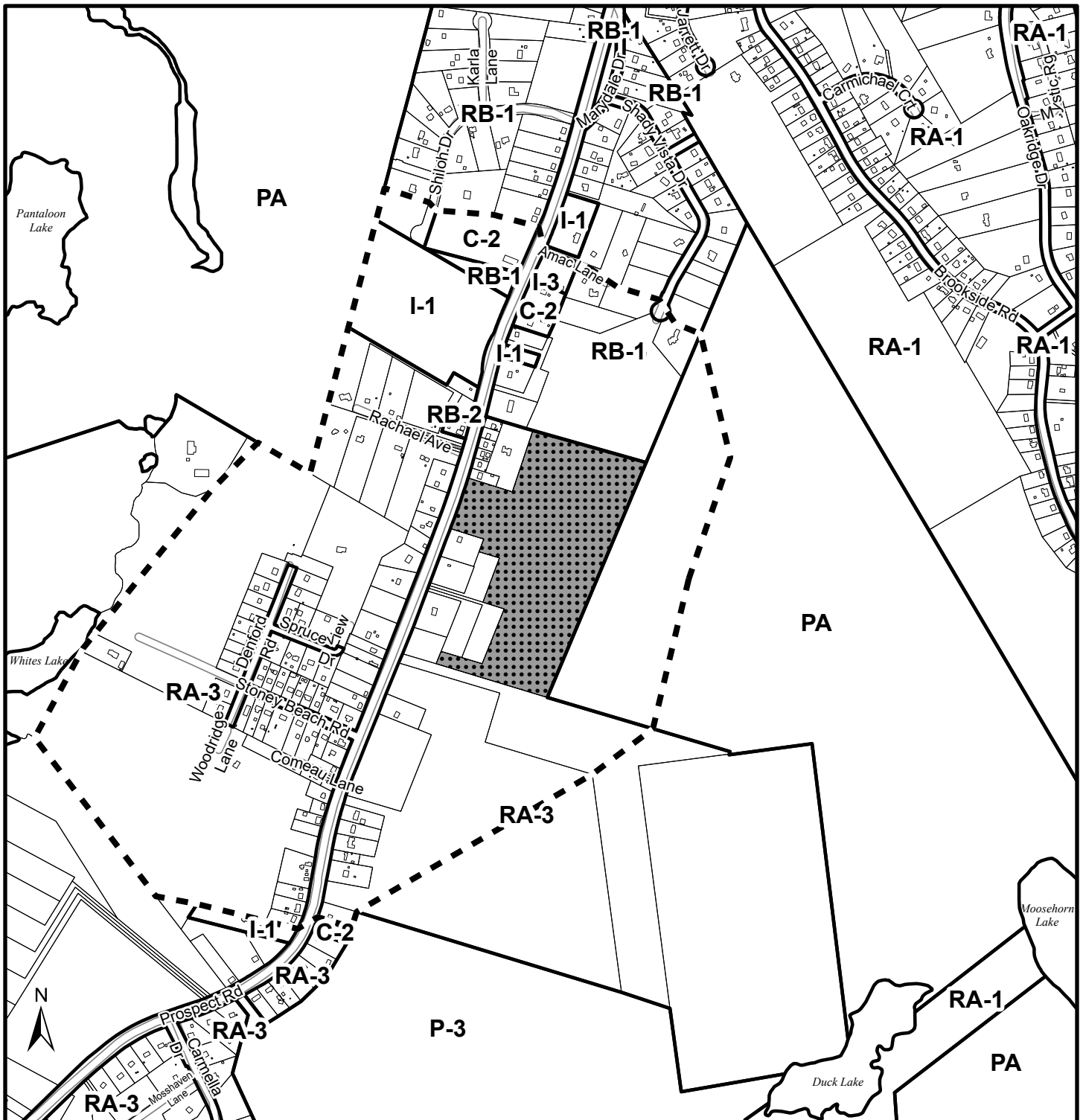
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Planning District 4
(Prospect) Plan Area

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.



Map 2 - Zoning and Notification Area

PID 00381715
Prospect Road, Whites Lake

-  Subject Property
-  Area of Notification

Planning District 4
Land Use By-Law

Zone

- C-2 General Business
- I-1 Light Industry
- I-3 Local Service
- PA Protected Area
- P-3 Conservation
- RA-1 Residential A-1
- RA-3 Residential A-3
- RB-1 Residential B-1
- RB-2 Residential B-2

HALIFAX

0 100 200 300 Meters

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

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

Attachment A: Proposed Development Agreement

THIS AGREEMENT made this day of **[Insert Month]**, 20____,

BETWEEN:

[Insert Individual's name]

an individual, in the Halifax Regional Municipality, 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 PID 00381715 off Prospect Road, Whites Lake and which said lands are more particularly described in **Schedule A** hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a Low Density Classic Conservation Design Development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies S-15, S-16 and S-17 of the 2014 Regional Municipal Planning Strategy and Part 3.16(i) of the Planning District 4 Land Use By-law;

AND WHEREAS the North West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as PLANAPP-2023-01246;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

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

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

1.7 Lands

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

Low Density Classic Conservation Design Development means a residential development enabled under Policy S-15 of the Regional Municipal Planning Strategy (2014) which has a maximum development density of 1 dwelling unit per 1 hectare and where 40% of the Lands are retained in ownership of an individual, land trust, or condominium corporation.

Common Open Space means the portion of the Lands not designated as Developable Area that shall not be used for development, with the exception of septic fields, conservation-related uses and trails which may be permitted in the Common Open Space.

Common Shared Private Driveway means a shared private driveway in the Developable Area which provides access from a Municipal or Provincial Street or road to the Developable Area and individual Single Unit Dwelling Driveways.

Developer means the owner of the Lands who is responsible for the development and infrastructure maintenance on the Lands as set out in this Agreement. The Condominium Corporation(s) or subsequent property owner(s) are considered as the Developer if and when they become the legal owner of the Lands.

Developable Area means the portion of the Lands where development and site disturbance shall be located for individual and common uses, such as but not limited to the Common Shared Driveway and for single unit dwellings and related uses such as but not limited to single unit dwelling driveways, accessory buildings, lawns, grading alterations, on-site water systems and on-site septic systems.

Net Developable Area means the gross area of a property excluding riparian buffers and wetlands, bare rock, slopes in excess of 30% and floodplains.

Primary Conservation Area means the areas of the Lands that include riparian buffers, wetlands, slopes exceeding 30%, and floodplains, environmentally sensitive areas, archaeological sites and other areas of high ecological value.

Single Unit Dwelling Driveway means a driveway providing access to a single unit dwelling from the Common Shared Private Driveway.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as PLANAPP-2023-01246:

Schedule A	Legal Description of the Lands
Schedule B	Concept Plan
Schedule C	Common Shared Private Driveway Standards

3.2 Requirements Prior to Approval

- 3.2.1 In addition to the requirements of this Agreement, the Developer shall provide a Level II Hydrogeological Assessment, completed by a Qualified Professional, that determines water quantity levels for the development. Required testing and analysis shall adhere to the following conditions:
- (a) Testing shall occur prior to the commencement of any site clearing or tree removal beyond that which is required to carry out the provisions of a Level II Hydrogeological Assessment;
 - (b) Testing and analysis shall meet the requirements of the Regional Subdivision By-law as amended from time to time;
 - (c) The Level II Assessment should include further discussion on:
 - the maximum drawdown that could develop when 12 wells are operating simultaneously;
 - discussion on scoping or costing of typical treatment systems, if required; and
 - if an 'Engineering Design Credit' is proposed, justification for the credit discussing whether reinfiltrated water could be considered appropriate for drinking water sources at downgradient locations and supply of ecological features at downgradient locations.
 - (d) The Level II Assessment should include further discussion of aquifer storage, including storage tanks and reservoirs;
 - (e) Level II Assessment should include discussion of treatment options and costs (capital and operating); and
 - (f) If analysis identifies insufficient quantity in the local aquifer for the total number of dwellings, the number of permitted single unit dwellings shall be reduced to a point where there is adequate groundwater, and existing dwellings on adjacent properties will not be impacted.
- 3.2.2 Prior to any commencement of any site work including earth movement or tree removal other than that required for preliminary survey purposes, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Have been issued a Grade Alteration Permit in accordance with By-law G-200 and Section 5.2 of this Agreement;
 - (b) A Level II Hydrogeological Assessment, prepared in accordance with Section 3.2.1, that has been reviewed and accepted by the Municipality; and
 - (c) Provide a detailed Site Grading and Stormwater Management Plan for the Lands, in accordance with Section 5.2 of this Agreement. The Site Grading and Stormwater Management Plan shall be reviewed and approved by HRM Development Engineering and Nova Scotia Department of Public Works prior to the commencement of any site work.
- 3.2.3 Prior to the issuance of an Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A copy of all permits, licenses, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, and construction of the on-site water distribution system; and
- (b) A copy of all permits, licenses, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, and construction of the on-site wastewater system.

3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) A maximum of 12 Single Unit Dwellings; and
- (b) Accessory buildings and structures, as specified in this Agreement.

3.3.2 Secondary and backyard suites shall not be permitted.

3.3.3 Home business uses shall comply with the requirements of the applicable Land Use By-law, as amended from time to time.

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

3.4 Building Siting

3.4.1 Single Unit Dwellings shall comply to the following:

- (a) Be sited within the Developable Area as shown on Schedule B;
- (b) Shall be setback a minimum of 6.1 metres (20 feet) from the Common Shared Private Driveway and 4.6 metres (15 feet) from any other lot line;
- (c) Single unit dwellings shall be separated by a minimum of 9.1 metres (30 feet); and
- (d) Not exceed a maximum height of 10.6 metres (35 feet).

3.5 Accessory Buildings and Structures

3.5.1 One accessory building or structure shall be permitted for each single unit dwelling subject to the following:

- (a) Not be located within any Common Open Space as shown on Schedule B;
- (b) The footprint shall not exceed 93 square metres (1,000 square feet);
- (c) The maximum height of any accessory building shall not exceed 7.7 metres (25 feet);
- (d) The minimum separation distance between any single unit dwelling shall be 2.4 metres (8 feet); and
- (e) Accessory buildings and structures shall not be used for human habitation.

3.6 Common Open Space

- 3.6.1 The amount of Developable Area and Common Open Space shall be as generally shown on Schedule B.
- 3.6.2 A minimum of 40% of the Net Developable Area shall be retained as Common Open Space. The Common Open Space cannot be used for any purpose other than stormwater management infrastructure, on-site wastewater and water systems where necessary, conservation related uses, and trails constructed in accordance with this Agreement.
- 3.6.3 Fences shall be prohibited within the Common Open Space with the exception that they may be placed around stormwater management infrastructure, on-site wastewater and water systems, where necessary.
- 3.6.4 Changes to Schedule B are permitted with the approval of the Development Officer, provided a minimum of 40% of the Net Developable Area and all Primary Conservation Areas are retained as Common Open Space.
- 3.6.5 No development, tree removal or grade alteration shall be permitted within the Common Open Space identified on Schedule B, except where approved in writing by the Development Officer for the following:
 - (a) Trail developments; or
 - (b) To remove fallen trees or dead debris that poses a fire or safety risk; or
 - (c) To remove a tree that is dead, dying or in decline which present a danger to private property, public infrastructure or other natural trees and vegetation.
- 3.6.6 Prior to granting approval for any removal pursuant to 3.6.5 the Development Officer may require that the Developer or subsequent property owner engage a Certified Arborist, Forester or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.
- 3.6.7 If trees are removed or tree habitat is damaged beyond repair in the Common Open Space as identified on Schedule B, the Developer or subsequent property owner shall replace each tree removed or damaged as directed by the Development Officer, in consultation with the appropriate HRM Business Units. This section applies to trees removed without permission, as well as trees removed with permission as outlined in this Agreement.
- 3.6.8 Trails permitted within the Common Open Space under this Agreement shall not exceed a width of three (3) metres (9.84 feet).

3.7 Subdivision of the Lands

- 3.7.1 Subdivision required for separate Condominium Corporation(s) shall be permitted on the Lands.
- 3.7.2 If the Developer subdivides, the Lands subject to this Agreement shall be no smaller than 12 hectares. If the Lands subject to this Agreement are smaller than 12 hectares, the Developer shall develop the Lands at 1 unit per hectare to comply with the maximum development density for a Low Density Classic Conservation Design Development.

3.8 Common Shared Private Driveway

- 3.8.1 Access to the single unit dwellings is through the Common Shared Private Driveway.
- 3.8.2 The Common Shared Private Driveway shall be sited as shown on Schedule B of this Agreement.

- 3.8.3 The Common Shared Private Driveway shall be constructed in accordance with the Standards identified in Schedule C of this Agreement.

3.9 Single Unit Dwelling Driveway

- 3.9.1 Each Single Unit Dwelling Driveway shall provide a minimum of two (2) parking spaces per single unit dwelling.
- 3.9.2 Each Single Unit Dwelling Driveway, including parking spaces, shall be hard surfaced with asphalt, gravel, permeable pavers or an acceptable equivalent approved by the Development Officer.

3.10 Maintenance

- 3.10.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.10.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.11 Signs

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

3.12 Temporary Construction Building

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

3.13 Reinstatement

- 3.13.1 All disturbed areas shall be reinstated to original condition or better.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

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

4.2 Off-Site Disturbance

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

4.3 On-Site Water System

- 4.3.1 The Lands shall be serviced through a privately operated on-site water distribution system. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Climate Change and any other relevant agency, a design for private on-site water distribution system. In accordance with Section 3.2, no occupancy permit shall be issued prior to receiving a copy of all permits, licenses, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, construction of the on-site water distribution system.
- 4.3.2 The privately operated on-site water supply system shall be located within the Developable Area. Notwithstanding, an on-site water system may be permitted within the Common Open Space if placement within the Developable Area is not attainable. Privately operated on-site water supply may be either individual or shared wells or a combination thereof.

4.4 On-Site Sanitary System

- 4.4.1 The Lands shall be serviced through privately owned and operated sewer systems and treatment facilities. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Climate Change and any other relevant agency, a design for all private sewer systems. In accordance with Section 3.2, no occupancy permit shall be issued prior to receiving a copy of all permits, licences, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, construction of the on-site sewer system.
- 4.4.2 The privately operated on-site sewer systems shall be located within the Developable Area. Notwithstanding, on-site sewer systems may be permitted within the Common Open Space if placement within the Developable Area is not attainable. Privately operated on-site sewer systems may be individual or shared systems or a combination thereof.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

- 5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.
- 5.1.2 The privately operated stormwater systems shall be located within the Developable Area. Notwithstanding, stormwater systems may be permitted within the Common Open Space if placement within the Developable Area is not attainable.

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time; and
 - (b) Provide the Development Officer and Development Engineer a detailed Site Grading and Stormwater Management Plan for the Lands prepared by a Professional Engineer, which shall

include an appropriate stormwater collection and treatment system. The detailed Site Grading and Stormwater Management Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

5.3 Archaeological Monitoring and Protection

- 5.3.1 The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.4 Sulphide Bearing Materials

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

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended in a matter consistent with the *Halifax Regional Municipality Charter*:

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and

The granting of an extension to the length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by the Chief Administrative Officer for the Municipality.

- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean issuance of a Building Permit.
- 7.3.3 For the purpose of this section, the Municipality may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 of this Agreement, if the Municipality receives a written request from the Developer.

7.4 Completion of Development

- 7.4.1 Upon the completion of the whole development, the Municipality may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement; or
 - (d) discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By law, as may be amended from time to time.
- 7.4.2 For the purpose of this section, completion of development shall mean issuance of the last Occupancy Permit.
- 7.4.3 In the event that development on the Lands has not been completed within ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.
- ### **7.5 Discharge of Agreement**
- 7.5.1 If the Developer fails to complete the development after ten (10) years from the date of execution of this Agreement, the Municipality may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

Print Name: _____

Date Signed: _____

=====

=====

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
MAYOR

Date signed: _____

Witness

Per: _____
MUNICIPAL CLERK

Date signed: _____

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Andy Fillmore, Mayor and Iain MacLean, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

"SCHEDULE B: CONCEPT PLAN"

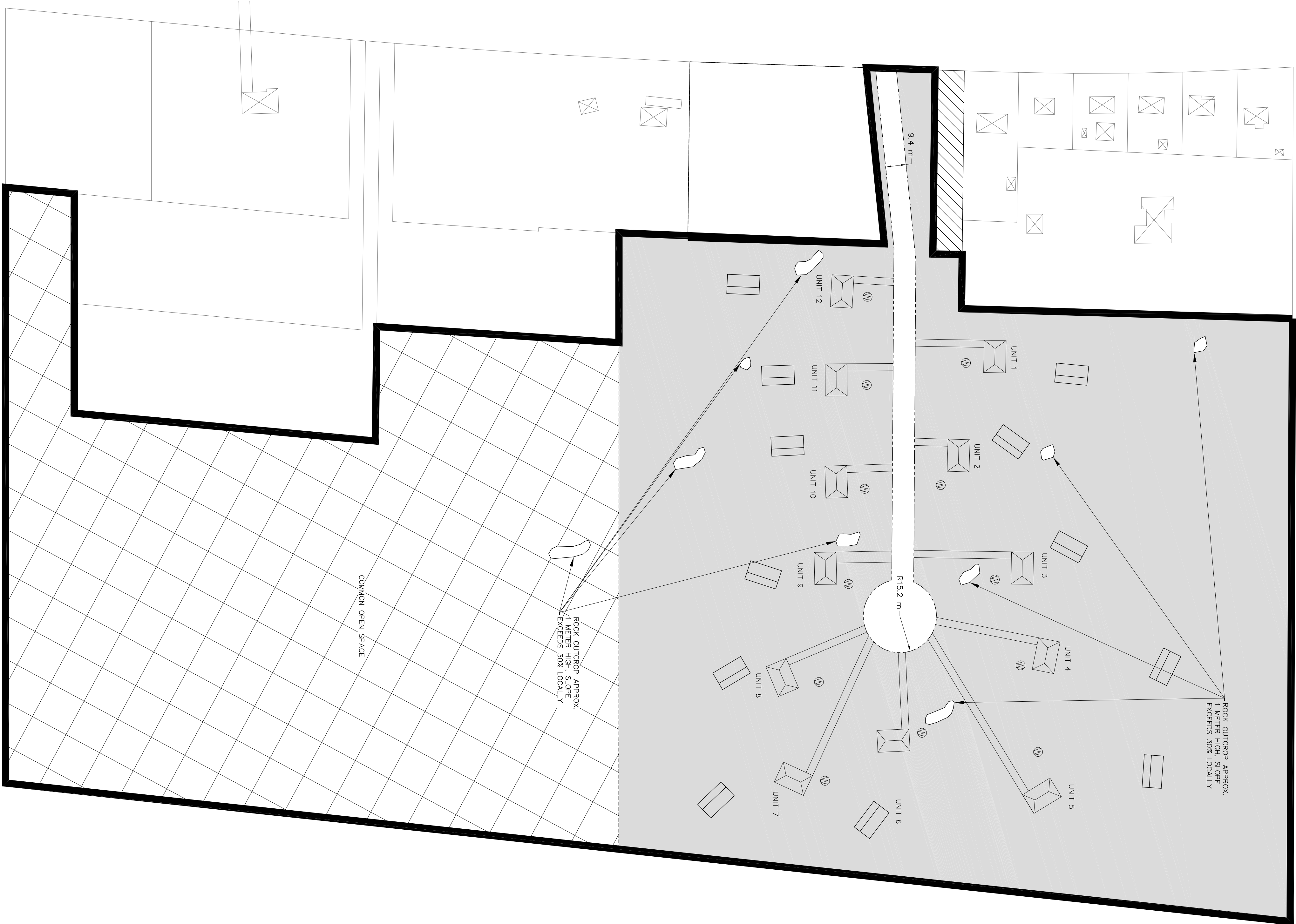
3	REVISED FOR DA SCHEDULE	12/08/25
2	LEGEND UPDATED	24/02/25
1	ISSUED FOR APPROVAL	13/01/25
NO.	DESCRIPTION	DATE
REVISION		

3054226 NOVA SCOTIA LIMITED
1 ELM DRIVE
ELIZABETHTOWN, NS
B0N 1L0

PROJECT:
2712 PROSPECT ROAD
PID # 00381715
WHITES DAEC, NOVA SCOTIA

TITLE
CLASSIC CONSERVATION DESIGN

CHECKED CM		
DATE	JUN. 13th, 2025	
SCALE	1:1,000	
DWG. NO.		



- LEGEND
- PROPOSED WELL
 - PROPOSED HOUSE
 - PROPOSED ON-SITE SEWAGE DISPOSAL SYSTEM
 - PROPOSED DRIVEWAY TO INDIVIDUAL UNIT
 - ROCK OUTCROP – PRIMARY CONSERVATION FEATURE (IDENTIFIED BY OTHERS)
 - EXISTING BUILDING ON ADJACENT PROPERTY
 - DEVELOPABLE AREA
 - AREA SUBJECT TO DEVELOPMENT AGREEMENT
 - COMMON SHARED PRIVATE DRIVEWAY
 - COMMON OPEN SPACE

Schedule C: Common Shared Private Driveway Design Standards

1. All Common Shared Private Driveways shall have a minimum clear width of 9 metres (29.52 feet) as follows:
 - (a) Travel lanes shall be a minimum of 3 metres (9.84 feet) for each direction of travel and shall not include parking areas. Travel lanes shall be designed and constructed, complete with a paved asphalt surface, to adequately support the loads produced by all emergency vehicles.
 - (b) A minimum 1.5 metre (4.92 feet) clearance (shoulders) shall be provided on both sides of the travel lanes and shall be comprised of stable ground as agreed to by the HRM Development Engineer in consultation with HRM Fire Services. The stable ground shall be designed to adequately support all emergency vehicles that may utilize the area to support their necessary operations
2. All Common Shared Private Driveways shall be constructed so as to prevent the accumulation of water and ice on any section of the driveway. Where the driveway grades are less than 0.5 percent, the Common Shared Private Driveway shall be crowned in the centre to prevent pooling of water in a travelled way. Swales shall be installed if required to prevent erosion of the shoulders.
3. Provisions for drainage systems, snow banks, utilities, and the like shall be provided and shall not be located within the required 9 metre (29.53 foot) Driveway.
4. At least 5 metres (16.4 feet) nominal vertical clearance shall be provided and maintained over the full width of the Common Shared Private Driveway.
5. Common Shared Private Driveways shall not have grades greater than 10% with no change in grade over 8% in 15 metres (49.21 feet) of travel distance.
6. All cul-de-sacs shall be constructed with a minimum radius of 13 metres (42.65 feet) to the edge of asphalt and 15 metres (49.21 feet) to outside of shoulder.
7. All travel lane curves and turns at intersection, are to have a minimum 12 metre (39.37 feet) centreline travel radius. Curves and turns shall not reduce the clear width of the driveway.
8. The angle of approach and the angle of departure shall not exceed 8 degrees at any point of the driveway or its intersection with another driveway.
9. Sight distance shall be incorporated into the design of intersections.
10. If speed bumps are going to be constructed; acceptable warning signs shall be required.
11. Where there is a conflict between the requirements above and the National Building Code of Canada requirements for Access Route Design, the more stringent requirements shall apply.

Attachment B – Review of Relevant Regional Plan Policies

Halifax Regional Municipal Planning Strategy (Regional Plan)

CHAPTER 3: SETTLEMENT AND HOUSING

3.2 Land Use Designations

3.2.3.1 Rural Commuter Designation

S-5 The Rural Commuter Designation shall be established on the Generalized Future Land Use Map (Map 2) to encompass those areas within commuting distance of the Regional Centre that are heavily influenced by low-density residential development. The intent for this designation is to:

- *to protect the character of rural communities and conserve open space and natural resources by focussing growth within a series of centres, as shown on Settlement and Transportation Map (Map 1);*
- *support the delivery of convenience services to the surrounding settlement area;*
- *control the amount and form of development between centres; and*
- *protect the natural resource base and preserve the natural features that foster the traditional rural community character.*

The proposed development meets the intent of the Rural Commuter Designation by clustering development to preserve open space, and by using existing road frontage to propose infill - style development in an already residential developed area.

As the subject site is not located within a Rural Growth Centre, controls are placed on the density limits and form of development through the Conservation Design Development policies and regulated within the proposed development agreement.

The proposed development agreement requires that a minimum of 40% of the net developable area be retained as common open space.

CHAPTER 3: SETTLEMENT AND HOUSING

3.4 Management of Residential Development within Rural Designations

S-15A *Subject to Policy S-15B, HRM shall consider the following types of Conservation Design Development by development agreement where more than two thirds of the area of land is outside the boundaries of a Rural Growth Centre shown on Maps 13A to 13G:*

- (a) Lower Density Classic Conservation Design Development to a maximum of 100 dwelling units; or*
- (b) Hybrid Conservation Design Development to a maximum of 30 dwelling units.*

The subject site is located outside of a Rural Growth Centre. The proposed development is for a Low-Density Classic Conservation Design Development consisting of a maximum of 12 single unit dwellings located off a new common shared private driveway.

S-15B A development agreement under Policy 15-A shall only be considered subject to the following location criteria: (a) On an area of land within the i. Rural Commuter Designation; ii. Rural Resource Designation; iii. Agricultural Designation; or iv. Harbour Designation outside the Urban Settlement Area as shown on Schedule B of the Regional Subdivision By-Law; and	The subject site is located within the Rural Commuter Designation.
(b) On an area of land outside the: i. Beaver Bank / Hammonds Plains Growth Control Areas as shown on Schedule J of the Regional Subdivision By-Law, or ii. the Rural Area Designation under the Eastern Passage/Cow Bay Plan Area; and iii. NEF 30 Contour as shown on Map 3 of the Planning Districts 14 & 17 (Shubenacadie Lakes) Municipal Planning Strategy; and	The subject site is located outside of the areas indicated in subsections (i), (ii) and (iii).
(c) On an area of land which was in existence as of April 29, 2006 that has a minimum of 20 metres of continuous frontage on a publicly owned and maintained street/road.	The area of land for the subject site has been in existence since prior to April 29, 2006 and contains continuous frontage exceeding 20 metres on publicly owned and maintained street which has also been in existence prior to April 29, 2006. The subject site is a remainder parcel where subdivisions have occurred to create additional lots since 2006. However, as noted, the subject site has retained its area of land date prior to April 29, 2006, with a minimum of 20 meters of continuous frontage.
S-16A Any Conservation Design Development application made pursuant to policies S-14A and S-15A shall be in accordance with Table 3-4A and the following:	
<u>Site Studies and Assessments</u> (a) Where the proposed development is to be serviced by a groundwater supply, a hydrogeological assessment conducted by a qualified professional has determined that there is an adequate supply of groundwater to service the development	(a) A Level 1 Groundwater Assessment, prepared by a qualified professional, was submitted as part of this application and reviewed by HRM's third-party review agency. No further study is required at this stage, but provisions have been included in the proposed development agreement that requires the submission of a Level 2 Groundwater Assessment at the permitting stage.

<i>without adversely affecting groundwater supply in adjacent developments;</i> <i>(b) The development shall not rely on cisterns for potable water supply, except in special circumstances as may be authorized under an approved secondary planning strategy;</i>	(b) The proposed development will not rely on cisterns. The developer has proposed individual on-site wells for each of the proposed single unit dwellings. The proposed development agreement will allow for the consideration of shared systems.
<u><i>Site Development, Connectivity and Open Space Design</i></u> <i>(c) Primary Conservation Areas or Features as defined in Table 3-4A are protected and retained as Open Space;</i> <i>(d) Where an area of land is subject to Policy S-14B, proposed streets and building sites shall be located outside the Lake Echo Sub-Watershed;</i> <i>(e) A private driveway for Low Density Classic Conservation Design Development and High Density Classic Conservation Design Development shall only provide access to a public street for up to 20 dwelling units; and,</i> <u><i>Separation Distances</i></u> <i>(f) Residential dwellings shall maintain a minimum separation of 800 metres from any permanent extractive facility.</i>	(c) The only Primary Conservation Feature identified on the subject site are small areas of steep slopes (in excess of 30%). These features have been indicated on the concept plan that forms part of the proposed development agreement and development within these areas is prohibited through the proposed agreement. (d) Not Applicable. The subject site is not located within the Lake Echo Sub-Watershed. (e) The proposed residential development is for a Low Density Classic Conservation Design Development for a maximum of 12 single unit dwellings which will be accessed from Prospect Road via a new common shared private driveway. (f) No extractive facility is located within 800 metres of the subject site.
S-17A For any Conservation Design Development application made pursuant to policies S-14A and S-15A, HRM shall consider the following criteria:	
<u><i>Site Development, Connectivity and Open Space Design:</i></u> <i>(a) Secondary Conservation Areas are incorporated as part of the overall Open Space Requirements;</i> <i>(b) The proposed streets and buildings sites are designed to avoid, where possible, Conservation Areas and Features;</i> <i>(c) Connectivity of natural networks, including trails, is maintained with any open space on adjacent parcels, as generally illustrated by the Important and Essential Corridors shown on Map 5, Green Network Ecology Map, contained in the Halifax</i>	(a) The Secondary Conservation Features, that have been identified on the subject site is bare rock which are located within the Common Open Space area. Development is controlled within the Common Open Space are through the provisions of the proposed development agreement. (b) The concept plan submitted, which forms part of the proposed development agreement, illustrates that the proposed development has been designed to avoid the Primary and Secondary Conservations Features. The development agreement controls development in relation to the Primary and Secondary Conservation Features.

<i>Green Network Plan, as amended from time to time;</i> <i>(d) Where a development pursuant to Policy S-14A is proposed for lands that extend beyond a Rural Growth Centre as illustrated on Maps 13A to 13G, preference shall be given to siting the development within the boundary of the Growth Centre.</i>	(c) No trails have been proposed as part of the residential development, however, the proposed development agreement includes controls for trail development within the Common Open Space area, should it be considered in the future. The subject site is within an area identified an Important Corridor under Map 5: Green Network Ecology Map of the Green Network Plan. To limit disturbance to the identified Important Corridor, the proposed layout will cluster the single unit dwellings together along the northern portion of the property with the southern portion retained as common open space near the identified Important Corridor. Development within the common open space is restricted through the proposed development agreement to stormwater management infrastructure, on-site wastewater and water systems where necessary, conservation related uses, and trails. (d) Not Applicable. The subject site is not located within a Rural Growth Centre.
<u><i>Parkland Dedication and Additional Considerations:</i></u> <i>(e) Parkland dedication may be relaxed to a minimum of 5% for the Lower Density and Higher Density Classic Conservation Design Developments; and</i> <i>(f) Any applicable matter as set out in Policy G-15 of this Plan.</i>	(e) No parkland is required as part of this proposal as no subdivision is proposed on the Lands that will be subject to the Low Density Classic Conservation Design Development. Note that applicable parkland dedication will be required for the subdivision of Lot A as per the Regional Subdivision By-law. The developer has indicated this subdivision will occur following the approval of the proposed development agreement. (f) See below.
Review of Table 3-4A	
<u><i>Outside Rural Growth Centres – Low-Density Classic CDD:</i></u> <i>• Maximum Density: 1 unit per hectare of net developable area up to a maximum of 100 units.</i>	The subject site contains a total of 12.74 hectares. Upon the subdivision of Lot A and the proposal removal of Parcel E-1, the total area for the Lands subject to the Low Density Classic Conservation Design Development is approximately 12.07 hectares. The area of the

• <i>Open space requirement: 40% of the net developable area to be retained as common open space.</i> • <i>Permitted Residential Uses: Single Unit and Two Unit Dwellings</i> <i>*Net Developable area means the gross area of a property excluding riparian buffers and wetlands, floodplains and slopes in excess of 30%.</i>	steep slopes (Primary Conservation Features) is 320 square meters (0.03 hectares) which makes the net developable area for the subject site is 12.04 hectares. A maximum of 12 single unit dwellings are permitted within the proposed development agreement, which is in keeping with the 1 unit per hectare of net developable area as regulated through policy. As noted within the Staff Report, on October 3, 2025, the Minister of Municipal Affairs issued the Interim Planning Area Order ordering that development in relation to the Minimum Planning Requirements Regulations (MPRR) be given effect immediately. One of the MPRR's includes allowing for developments enabled under the Conservation Design Development policies that begin construction before April 1, 2028, to have a maximum density calculated on a lot's gross area, maintaining the 1 unit per hectare. Staff reviewed this application to determine if the MPRR would impact the density for this application. As this site contains minimal Primary Conservation Features, the density for this site would be 12 unit regardless if the calculation was based on the gross developable area or the net developable area. 40% of the net developable area is 4.82 hectares. The concept plan indicates that approximately 4.83 hectares of land will be held as Common Open Space. Please note that the total area of the Lands for the Low Density Classic Conservation Design will be confirmed at the permitting and subdivision stages.
CHAPTER 9: GOVERNANCE AND IMPLEMENTATION 9.7 Discretionary Approvals	
G-15: <i>In considering development agreement applications pursuant to the provisions of this Plan, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:</i>	
<i>(a) that the proposal is not premature or inappropriate by reason of:</i>	i. The proposed development is not anticipated to incur any costs to the Municipality.

<i>i. the financial capability of HRM to absorb any costs relating to the development;</i> <i>ii. the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i> <i>iii. the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i> <i>iv. the adequacy of road networks leading to or within the development; and</i> <i>v. the potential for damage to or for destruction of designated historic buildings and sites;</i>	ii. The proposed residential development will utilize on-site well and septic systems as the subject site is located outside of the urban service boundary. The proposed development agreement requires a detailed stormwater management plan to be submitted at the time of permitted. iii. The proposal is for a maximum of 12 single unit dwellings. It is not anticipated that the proposal will have any impact on schools, recreation, or other community facilities within proximity to the subject site. Any impact is anticipated to be negligible. iv. A Traffic Impact Statement (TIS) was submitted as part of the proposal and reviewed and accepted by Nova Scotia Department of Public Works (DPW) as Prospect Road is a provincially owned and maintained road. The TIS confirmed that the road network is adequate to service the proposed residential development. v. N/A. No designated historic buildings or sites have been identified.
<i>(b) 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> <i>ii. height, bulk and lot coverage of any proposed building;</i> <i>iii. traffic generation, access to and egress from the site, and parking;</i> <i>iv. open storage; and</i> <i>v. signs;</i>	i. The proposed use is for a maximum of 12 single unit dwellings within an existing residential neighbourhood. The proposed development agreement includes controls related to the permitted uses on the subject site to reduce conflict with adjacent or nearby land uses. ii. The proposed development follows a similar lot pattern to the surrounding residential community. The proposed development agreement includes controls related to the location, height, setbacks and separation distances of the single unit dwellings to reduce conflict with adjacent or nearby land uses. iii. A Traffic Impact Statement (TIS) was submitted as part of the proposal and reviewed and accepted by Nova Scotia Department of Public Works (DPW) as Prospect Road is a provincially owned and maintained road. Access and egress was reviewed as part of this application and the developer will be

	required to submit a final design to DPW at the time of permitting. iv. There is no open storage proposed as part of this application. v. Signage will be regulated through the provisions of Part 5 of the Land Use By-law.
<i>(c) that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and</i>	A wetland delineation and environmental features letter, prepared by a qualified professional, was submitted as part of this application. It was confirmed that the only Primary Conservation Features located on the subject site are small areas of steep slopes (in excess of 30%). These features have been indicated on the concept plan that forms part of the proposed development agreement and development within these areas is prohibited through the proposed agreement. The Secondary Conservation Features, bare rock, that were identified on the subject site are located within the Common Open Space area where development is controlled through the provisions of the proposed development agreement. No watercourses, marshes or bogs have been identified on the subject site.
<i>(d) if applicable, the requirements of policies E-10, T-3, T-9, EC-14, CH-14 and CH16.</i>	E-10: Urban Forest Master Plan shall be considered. N/A as the subject site is not located within the scope of the Urban Forest Master Plan. T-3: Proximity to a planned greenway. N/A as there are no planned greenways in proximity to the subject site. T-9: Within the Urban Transit Service Boundary. N/A as the subject site is not located within the Urban Transit Service Boundary. EC-14: Proximity to harbour related industrial uses. N/A as the subject site is not located within proximity of harbour-related industrial uses.

	CH-14: Conservation of Historic Places. N/A as no historic places have been identified on or adjacent to the subject site. CH-16: Proximity to federally, provincially, or municipally registered heritage properties. N/A as the subject site is not located within proximity to federally provincially, or municipally registered heritage properties.
CHAPTER 9: GOVERNANCE AND IMPLEMENTATION 9.6.A Priorities Plans	
<i>Since the adoption of this Plan in 2014, Regional Council has approved several priority plans including the Integrated Mobility Plan, Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. The second review of this Plan began in 2020 and is expected to be readopted by Regional Council in 2023. The review will revise the policies of this Plan to ensure they are consistent with the priorities plans as approved. In the interim, this Plan supports the priorities plans which are actively used by staff to guide ongoing work.</i>	
G-14A <i>In considering development agreements or amendments to development agreements, or any proposed amendments to the Regional Plan, secondary planning strategies, or land use by-laws, in addition to the policies of this Plan, HRM shall consider the objectives, policies and actions of the priorities plans approved by Regional Council since 2014, including:</i> <i>(a) The Integrated Mobility Plan;</i> <i>(b) Halifax Green Network Plan;</i> <i>(c) HalifACT;</i> <i>(d) Halifax's Inclusive Economic Strategy 2022-2027; and</i> <i>(e) any other priority plan approved by Regional Council while this policy is in effect</i>	<u>Green Network Plan:</u> The subject site is in an area identified as having potential impact to the Regional Green Network under Map 5: Green Network Ecology Map. As such, the proposed layout will cluster the single unit dwellings together along the northern portion of the property with the southern portion retained as common open space near the identified Important Corridor. Development within the common open space is restricted through the proposed development agreement to stormwater management infrastructure, on-site wastewater and water systems where necessary, conservation related uses, and trails. The objectives, policies, and actions in the other Priorities Plans outlined in policy G-14A do not appear to be affected by this proposal.