

Form 24

Purpose: To change the registered interest, benefits or burdens

(Instrument code: 450)

(If change[(s)] requested relate[(s)] to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register.)

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register.)

For Office Use

Registration district:	Halifax
Submitter's user number:	6478
Submitter's name:	George Monroe/McInnes Cooper

HALIFAX COUNTY LAND REGISTRATION OFFICE
certify that this document was registered or recorded
as shown here.
Kim MacKay, Registrar

In the matter of Parcel Identification Number (PID)

PID: 41282724	PID:	PID:
PID:	PID:	PID:

113520796
Document #
NOV 02 2018
MM DD YYYY
LR ROD
11:26 AM
Time

(Expand box for additional PIDs, maximum 9 PIDs per form)

The following additional forms are being submitted simultaneously with this form and relate to the attached document: *(check appropriate boxes, if applicable)*

- Form 24[(s)]
- Form 8A[(s)]

Additional information: *(check appropriate boxes, if applicable.)*

- This Form 24 creates or is part of a subdivision or consolidation.
- This Form 24 is a municipal or provincial street or road transfer.
- This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.
- This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "flip-side" parcel is already identified in the LR parcel register and no further forms are required.

Power of attorney *(Note: completion of this section is mandatory)*

- The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
 - recorded in the attorney roll
 - recorded in the parcel register
 - incorporated in the document

OR

No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below.

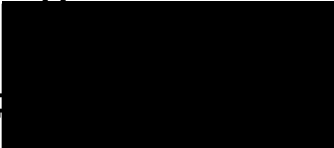
The following burdens are to be added and/or removed in the parcel registers:
(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

Instrument type	Agreement re Use of Land
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) Note: include qualifier (eg., estate of, executor, trustee, personal representative) (if applicable)	Halifax Regional Municipality – Party to Agreement (Burden)
Mailing address of interest holder to be added (if applicable)	PO Box 1749 Halifax, NS B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument code: 443	

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register as instructed on this form.

Dated at Halifax, in the County of Halifax, Province of Nova Scotia, on October 5, 2018.



 Signature

Name George Monroe/McInnes Cooper
 Address PO Box 730, Halifax, Nova Scotia, B3J 2V1
 Phone 902-425-6500
 Email: george.monroe@mcinnescooper.com
 Fax: 902-425-6350

This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

THIS AGREEMENT made this 12th day of October, 2018

Approved as to Form
and Authority

Solicitor

BETWEEN:

SHANNEX SC LIMITED

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located to the south of Mount Saint Vincent University in Halifax and which said lands are more particularly described in Schedule D1 hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for subdivision and development of the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 8A.11 of the Halifax Municipal Planning Strategy and Subsection 62AF(2) of the Mainland Halifax Land Use By-law;

AND WHEREAS the Halifax West Community Council for the Municipality approved this request at a meeting held on August 7 2018, referenced as Municipal Case Number 19514;

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

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

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

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

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 and 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

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

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

- (a) **GROSS FLOOR AREA (GFA)** means the gross horizontal area of all floors in a building, and of all floors in any accessory structure on the same lot, measured from the exterior faces of the exterior walls, or the centreline of a common wall separating two buildings, but excluding unenclosed balconies and underground floor area not used for residential purposes.

- (b) **GROSS FLOOR AREA RATIO (GFAR)** means the gross floor area divided by the area of the lot.
- (c) **SHARED HOUSING DWELLING** means a building or portion of a building that:
 - i. contains shared housing units that are accessible from a private entrance, either outside the building or in a common area within the building; and
 - ii. is occupied or, if unoccupied, are reasonably fit for occupancy; and
 - iii. (A) contains either kitchen facilities or toilet facilities that are shared with the occupants of the shared housing dwelling, or
(B) contains both kitchen facilities and toilet facilities that are shared with the occupants of the shared housing dwelling.
- (d) **SHARED HOUSING UNIT** means living quarters that:
 - i. are accessible from a private entrance, either outside the building or in a common area within the building; and
 - ii. are occupied or, if unoccupied, are reasonably fit for occupancy; and
 - iii. (A) contain either kitchen facilities or toilet facilities that are shared with the occupants of the building, or
(B) contain both kitchen facilities and toilet facilities that are shared with the occupants of the building.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to and forming part of this Agreement and filed in the Halifax Regional Municipality as Case Number 19514:

Schedule D1	Legal Description of the Lands
Schedule D2	Site Plan and Land Use Areas
Schedule D3	Residential Care Campus
Schedule D4	Neighbourhood Centre
Schedule D5	Seton Ridge Low Density
Schedule D6	Heights Framework

3.3 General Description of Land Use

The development and use of the Lands permitted by this Agreement shall conform to the requirements contained in Schedules D2, D3, D4, D5 and D6.

3.4 Subdivision

Subdivision applications shall be submitted to the Development Officer in accordance with Schedule D2 and the Development Officer shall grant subdivision approvals subject to and in accordance with the Regional Subdivision By-law and the following terms and conditions:

- (a) The Developer shall follow the full subdivision application process set out in the Regional Subdivision By-law, beginning with a complete concept subdivision application.
- (b) Walkways shall be constructed in the general locations shown on Schedule D2.
- (c) One or more local streets shall provide a minimum of two points of vehicular access to the

Residential Care Campus area shown on Schedule D2.

- (d) One of the local streets required in Section 3.4(c) shall be located in the general location of local street 1 shown on Schedule D2.
- (e) The maximum length of any local street between intersections shall be no greater than two hundred (200) metres, as measured from street centre line to centre line, and no cul-de-sacs are permitted.

3.5 Parkland

- (a) Parkland dedicated in all phases of development shall include land located in the general location of Park A1, A2 and B shown on Schedule D2 and must meet the parkland requirements contained in the Regional Subdivision By-law and the requirements outlined in Table 1, below.

Park	Minimum Continuous Road Frontage	Minimum Area
Park A1	NA (frontage provided through adjacent parkland that is not part of this agreement)	5,000 square metres
Park A2	NA (frontage provided through adjacent parkland that is not part of this agreement)	1,500 square metres
Park B	100 metres	8,000 square metres (excluding the area of the existing pond)

- (b) Park B shall maintain the existing pond and the surrounding natural vegetation located within 20 metres of the shoreline.
- (c) The Developer agrees to develop Park A1, A2 and B to a finished state prior to conveying the parkland to the Municipality. Specific parkland improvements shall include a combination of at least two of the following features:
 - i. furnishings and lighting;
 - ii. pathways;
 - iii. recreation equipment;
 - iv. outdoor art;
 - v. heritage interpretation;
 - vi. seating;
 - vii. gardens; and
 - viii. landscaped park gateways or entranceways.
- (d) Pursuant to 3.5(c) above, the development of Parks A1, A2 and B shall be subject to the approval of the Development Officer in consultation with the Parkland Planner, with consideration to matters including the suitability of the proposed parkland development for the lands, the need for proposed facilities, and operational and maintenance requirements.

3.6 Phasing

- (a) Prior to the development of any local streets, the Residential Care Campus (RCC) area shown on Schedule D2 may be subdivided from the Lands into a single lot that does not meet the street frontage requirements set out in this Agreement and the Regional Subdivision By-law and parkland dedications requirements shall not apply.

- (b) Prior to the development local streets that provide a minimum of two points of vehicular access to the Residential Care Campus (RCC) area shown on Schedule D2, one new building may be constructed within the RCC area provided:
 - i. the total floor area of the building above grade does not exceed a total of 25,000 square metres; and
 - ii. registered easements enable vehicles and pedestrians to access the building from a public road.
- (c) With the exception of the subdivision permitted in Section 3.6(a), the first phase of subdivision shall include:
 - i. construction of one or more local streets that provide a minimum of two points of vehicular access to the Residential Care Campus (RCC) area shown on Schedule D2; and
 - ii. the fulfilment of all parkland dedication requirements.

PART 4: ENVIRONMENTAL PROTECTION MEASURES

4.1 Stormwater Management Plans and Erosion and Sedimentation Control Plan

Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

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

PART 5: AMENDMENTS

5.1 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) Changes to the walkway requirements as detailed in Section 3.4 and Schedule D2;
 - (b) Changes to the Gross Floor Area Ratio (GFAR) requirements as detailed in Schedule D3;
-

- (c) Minor changes to the heights framework as detailed in Schedule D6;
- (d) Changes to the Agreement to enable additional development within the Residential Care Campus (RCC) area prior to the development of local roads within the Lands;
- (e) The granting of an extension to the date of commencement of construction as identified in Section 6.3.3 of this Agreement; and
- (f) The length of time for the completion of the development as identified in Section 6.5 of this Agreement.

5.2 Substantive Amendments

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 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

6.1 Registration

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.

6.2 Subsequent Owners

- 6.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 6.2.2 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).

6.3 Commencement of Development

- 6.3.1 In the event that development on the Lands has not commenced within seven (7) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 6.3.2 For the purpose of this section, commencement of development shall mean the acceptance of primary and secondary services by the Municipality for one or more local roads that provide a minimum of two points of vehicular access to the Residential Care Campus area shown on Schedule D2.
- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.1(d), if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

6.4. Completion of Development and Discharge of Agreement

This Agreement shall be discharged from the Lands, without the concurrence of the property owner, provided:

- (a) final subdivision has been granted for all items set out in Section 3.4 and 3.5; and
- (b) appropriate zoning has been applied to the lands, consistent with the development permitted by this Agreement.

6.5 Incomplete Development and Discharge of Agreement

6.5.1 If the Developer fails to obtain an occupancy permit for the first new building constructed within thirteen(13) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

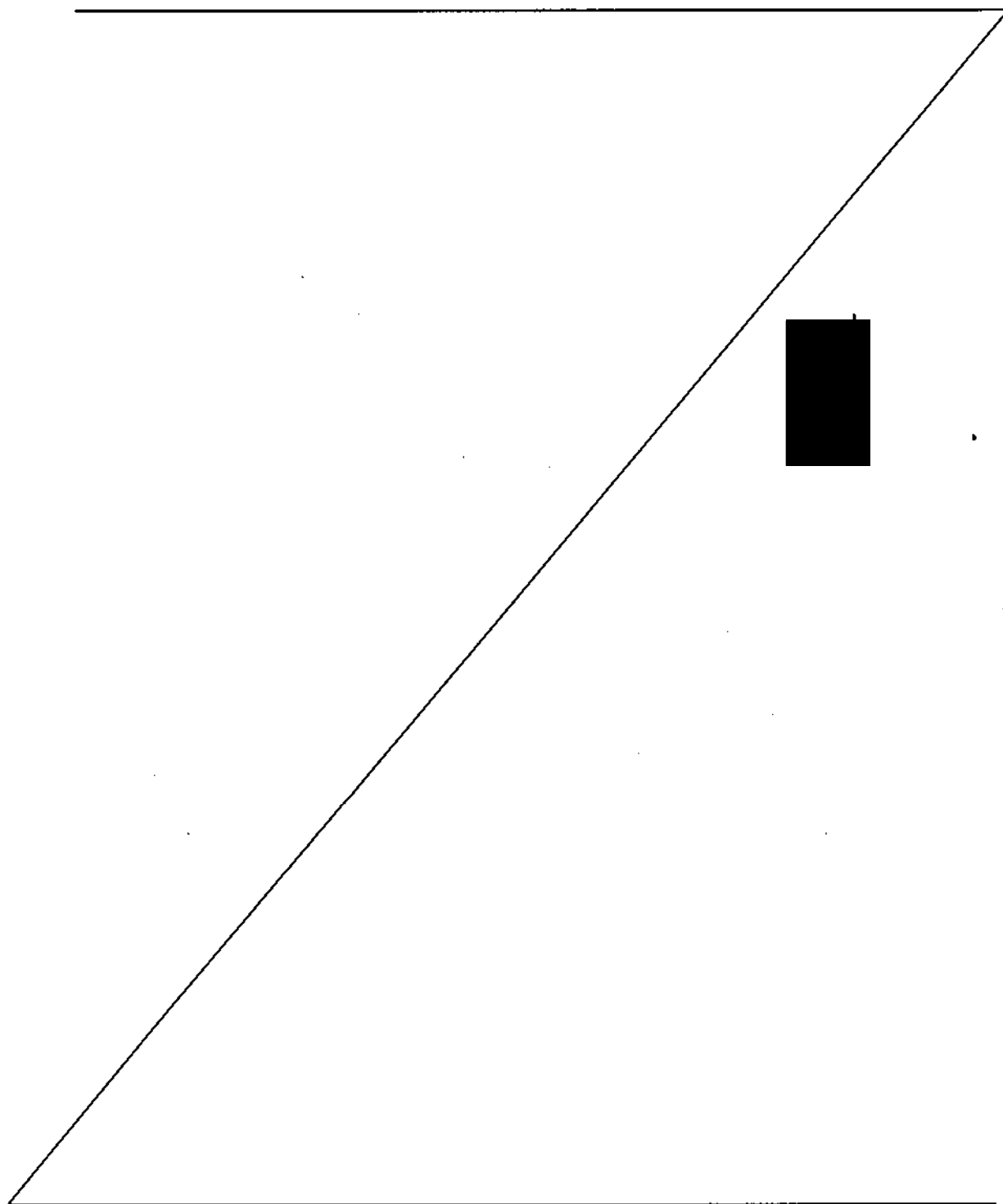
The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality 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.

7.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 14 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 defense 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
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- (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:

[Redacted signature area]

SHANNEX SC LIMITED

Per: [Redacted signature]

Print Name: **JOSEPH SHANNON**

Print Position: **CEO**

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

Witne [Redacted witness signature]
Witne [Redacted witness signature]

HALIFAX REGIONAL MUNICIPALITY

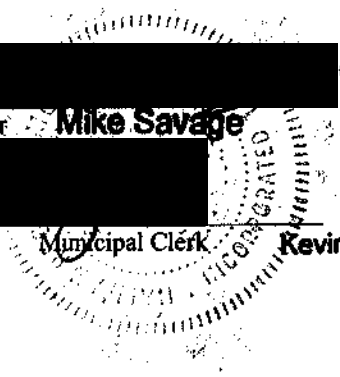
[Redacted signature]

Mayor **Mike Savage**

[Redacted signature]

Municipal Clerk

Kevin Arjoon



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this 4th day of October, A.D. 20 18, before me, the subscriber personally came and appeared CANLA WIERSKA a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that SHANNEX SC LIMITED, of the parties thereto, signed, sealed and delivered the same in his/her presence.


A Commissioner of the Supreme Court
of Nova Scotia

JASON P. SHANNON
A Commissioner of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this 26th day of October, A.D. 20 18, before me, the subscriber personally came and appeared Ken Bennett Leslie the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, 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

KRISTA VINING
A Commissioner of the
Supreme Court of Nova Scotia

Parcel Description

BLOCK 8F

ALL that certain Block of land situated west of the Bedford Highway in Halifax, County of Halifax, Province of Nova Scotia shown as Block-8F on a plan (Servant, Dunbrack, Mckenzie & MacDonald Ltd. Plan No, 14-1570-0) titled Compiled Plan Showing Blocks 8E and 8F Lands conveyed to Shannex SC Limited and Sisters of Charlty, signed by Carl K. Hartlen, N.S.L.S., dated August 27, 2012 and being more particularly described as follows:

BEGINNING on the curved northwestern boundary of Block 8E (Seton Road portion) at the southern corner of Lot Y2;

THENCE southwesterly on a curve to the left which has a radius of 55.169 metres for a distance of 14.826 metres along the curved northwestern boundary of Block 8E (Seton Road portion) to a point of curvature;

THENCE S 42 degrees 36 minutes 00 seconds W, 15.219 metres along the northwestern boundary of Block 8E (Seton Road portion);

THENCE S 47 degrees 24 minutes 00 seconds E, 20.117 metres along the southwestern boundary of Block 8E (Seton Road portion).

THENCE S 51 degrees 32 minutes 46 seconds W, 331.753 metres along the northwestern boundary of Block 8E;

THENCE S 38 degrees 27 minutes 14 seconds E, 44.430 metres along the southwestern boundary of Block 8E;

THENCE S 55 degrees 23 minutes 12 seconds W, 143.818 metres along the northwestern boundary of Block 8E to the northeastern boundary of Lot 67;

THENCE N 34 degrees 36 minutes 48 seconds W, 271.382 metres along the northeastern boundary of Lot 67, Lot 68, Lot 98, Lot 99, Lot 100, Lot 101, Lot 102, Lot 103, Lot 104, Lot 105 and Lot 106 to the southeastern boundary of Lot 82;

THENCE N 56 degrees 04 minutes 53 seconds E, 343.345 metres along the southeastern boundary of Lot 82, Lot 81, Lot 80, Lot 79, Lot 78, Lot 77, Lot 76, Lot 75, Lot 74, Lot 73, Lot 72, Lot 71, Lot 70, Lot 69, Lot 68, and Lot 67 to the southern corner of Lot 37;

THENCE N 35 degrees 25 minutes 40 seconds W, 27.432 metres along the northeastern boundary of Lot 37 to the southern corner of Lot A;

THENCE N 55 degrees 03 minutes 20 seconds E, 145.496 metres along the southeastern boundary of Lot A, Lot B, Lot 4 & 5, Lot 6, Lot 7, Lot 8, Lot 9 and Lot 10 to the northwestern corner of Lot Y-2;
THENCE S 34 degrees 04 minutes 43 seconds E, 42.294 metres along the northwestern boundary of Lot Y2;

THENCE S 55 degrees 55 minutes 17 seconds W, 84.436 metres along the northwestern boundary of Lot Y2;

THENCE S 34 degrees 01 minutes 37 seconds E, 105.016 metres along the southwestern boundary of Lot Y2;

THENCE N 55 degrees 57 minutes 23 seconds E, 97.475 metres along the southeastern boundary of Lot Y2;

THENCE S 31 degrees 34 minutes 45 seconds E, 57.238 metres along the southwestern boundary of

Lot Y2 to the place of beginning;

CONTAINING 107,070.8 square metres (10.71 hectares) (26.5 acres).

ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64 degrees 30 minutes West.

SUBJECT to a right of way in favour of Mount Saint Vincent University by Indenture recorded at the Registry of Deeds for the County of Halifax in Book No. 4340, Page 161, plan attached;
SUBJECT also to a Nova Scotia Power Incorporated right of way of unstipulated width, granted by Indenture recorded at the Registry of Deeds for the County of Halifax in Book No. 2095, Page 422; the centre line of the transmission pole line of said Right of Way being mathematically delineated on the above referred to plan 14-1570-0;

SUBJECT also to a 12.192 metre wide easement along the centerline of Nova Scotia Power Incorporated right of way for tree trimming; claimed by Nova Scotia Power Incorporated.

SUBJECT also to certain Rights of Way as defined and described in the Right of Way Agreement between Shannex SC Limited and the Sisters of Charity, dated February 17, 2009 and registered on March 3, 2009 as Document 92879007 and shown on the plan attached thereto.

SUBJECT also to an Easement in favour of Heritage Gas Limited, as defined and described in the Easement registered as Doc. 97169156 on November 8, 2010, plan attached;
SUBJECT also to an Easement in favour of Nova Scotia Power Incorporated, as defined and described in the Easement registered as Doc. No. 91791328, plan attached;

TOGETHER with a 9.144 metre wide Private Road Reserved for The Sisters of Charity; said private road being between Lot 103 and 104, Chessvale Close.

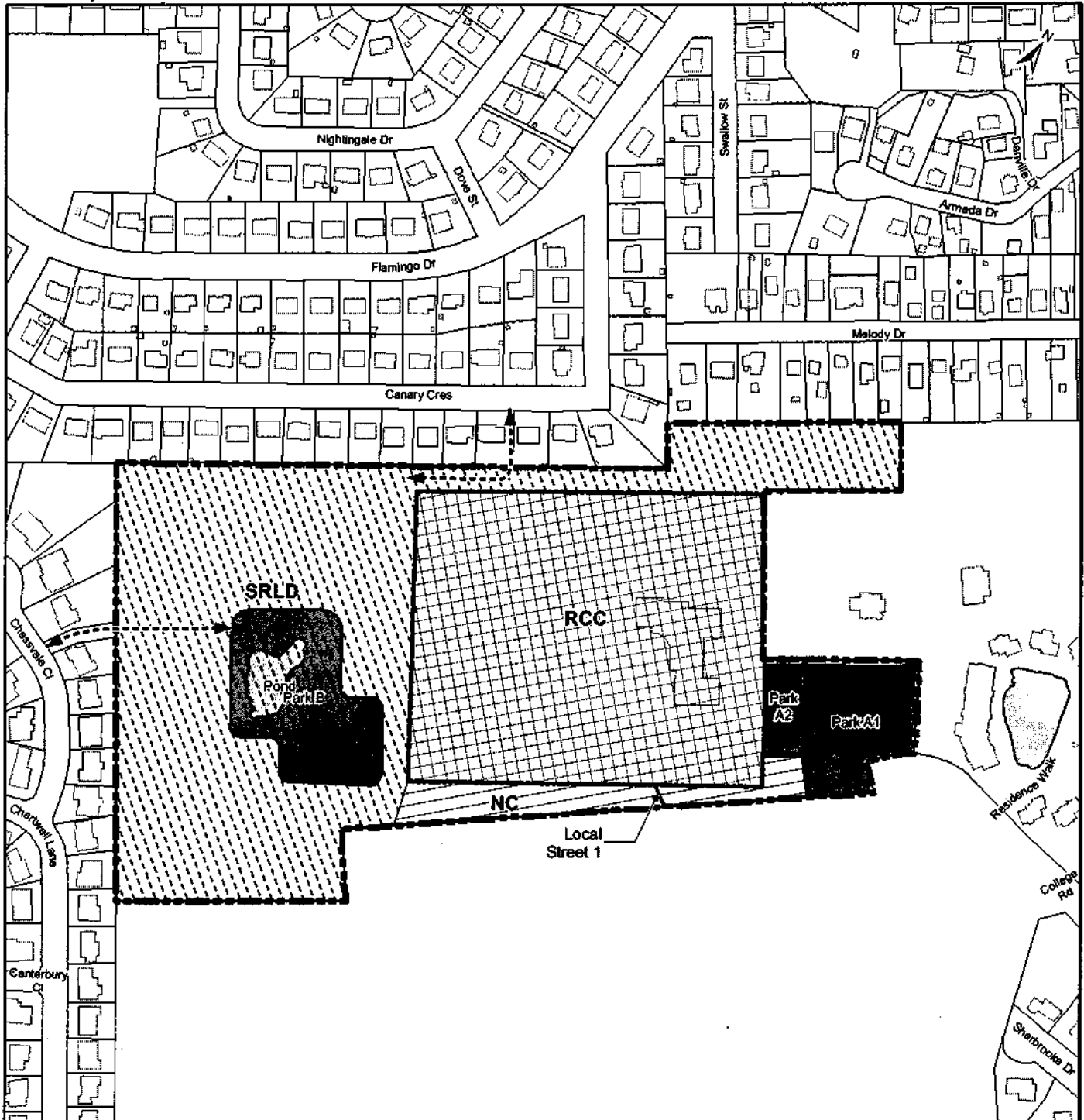
TOGETHER with a right of way over a portion of Block 8E identified as Seton Road (Private) as recorded at the Halifax County Land Registration Office as Document No. 91517640;

TOGETHER with certain Rights of Way over Block 8E as defined and described in the Right of Way Agreement between Shannex SC Limited and the Sisters of Charity, dated February 17, 2009 and registered on March 3, 2009 as Document 92879007 and shown on the plan attached thereto.


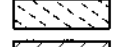



TOGETHER WITH the benefits created by a Restrictive Covenant Agreement, filed as Document No. 99534860 of 2011.

Carl K. Hartlen N.S.L.S.
September 27, 2012

The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because of S.268(2)(a).



Schedule D2 - Site Plan

-  Subject Lands
-  Lands Subject to Schedule D3 – Residential Care Campus (RCC)
-  Lands Subject to Schedule D4 – Seton Ridge Low Density (SRLD)
-  Lands Subject to Schedule D5 – Neighbourhood Centre (NC)
-  Park (Approximate Location)
-  Walkways

Halifax
Plan Area

5 June 2018

Case 19514

HALIFAX



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

IAHG

Schedule D3

RESIDENTIAL CARE CAMPUS (RCC)

Permitted Uses:

1. Only the following uses are permitted in the RCC area:
 - (a) apartment houses;
 - (b) home occupations
 - (c) retail and rental stores excluding:
 - (i) motor vehicle dealers;
 - (ii) motor vehicle repair shops which such shops are not primarily engaged in providing service station facilities; and
 - (iii) adult entertainment uses
 - (d) offices;
 - (e) restaurants, excluding drive-throughs;
 - (f) community facilities;
 - (g) institutional uses
 - (h) health clinics;
 - (i) personal service uses which may include, but is not limited to, the following shoe repair shops, barber and beauty shops, dry cleaners, and funeral services;
 - (j) day care facilities;
 - (k) commercial recreation uses;
 - (l) public park
 - (m) special care homes
 - (n) shared housing dwellings
 - (o) government and public buildings
2. Only apartment houses, special care homes, shared housing dwellings and home occupations are permitted above the first storey of a building.
3. Home occupations are subject to the following requirements:
 - (a) the business operator must reside in the dwelling unit;
 - (b) the home occupation shall be conducted in such a way that it shall not be apparent from the outside of the dwelling that it is used for anything other than a residence;
 - (c) there shall be no display of goods visible from the outside, or outside storage of equipment or material;
 - (d) the home occupation shall not include adult entertainment or escort services or the retail sale of products other than those incidental to the home occupation; and
 - (d) the home occupation shall not create any noise, dust, vibration, smell, smoke, glare, electrical interference, fire hazard, traffic, or any such similar nuisance not normally associated with a dwelling.

Site Design and Landscaping

4. Every lot shall have a minimum of 6.0 metres of frontage on a street.
-

5. Notwithstanding Section 7(1) of the Land Use By-law for the Halifax Mainland, more than one building may be located on a lot provided the lot meets minimum street frontage requirements, unless otherwise provided for in this Agreement.
 6. The parking requirements under the General Provisions of the Land Use By-law for the Halifax Mainland shall not apply in the RCC area. However, the following parking requirements shall apply:
 - (a) any surface parking shall cover no more than 20% of a lot where, for the purpose of this clause, parking on the top of a parking structure over 3 metres in height shall not be considered surface parking; and
 - (b) no parking shall be located between a building and a street, except for parking areas and buildings that existed prior to this Agreement;
 7. Any outdoor area used for solid waste management shall be located in a side or rear yard and shall be fully enclosed by an opaque fence or wall at least 2.0 metres high, except for an opening or gate required for access. Any such area shall not be located within 3.5 metres of any lot line.
 8. Landscaping shall be required between the building and a public sidewalk. A driveway may be permitted across this landscaped area.
 9. A minimum of 25% of a lot shall be covered with soft landscaping. Soft landscaping located on a building rooftop may be counted toward up to 15% of this requirement.
 10. Where a side or rear yard is required, it shall contain landscaped open space in accordance with the following requirements:
 - (a) trees shall be planted at a rate of one (1) tree (minimum of 60mm caliper) and three (3) shrubs per 4.6 metres as measured along the side or rear lot line; or
 - (b) existing trees (minimum of 60mm caliper) and shrubs may be incorporated into the landscaped setback, and may be calculated as part of the above one (1) tree and three (3) shrubs per 4.6 metres requirement providing the existing trees and shrubs remain intact following the completion of development.
 10. All required soft landscaping shall:
 - (a) conform to the latest edition of the *Canadian Landscape Standard*; and
 - (b) be maintained in healthy condition and any soft landscaping that dies shall be replaced within one year or at the beginning of the next growing season, whichever is sooner.
 11. All required landscaped areas must not be used for storage, loading, unloading, or the movement or parking of motor vehicles.
 12. A development permit application for the development of a main building shall include a landscape plan prepared by a registered landscape architect. The landscape plan shall depict the design of all hard and soft landscaping in the development, and shall contain:
 - (a) the current and proposed site topography, including the location of any significant gradients;
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- (b) planting areas and details for all new vegetation and groundcover, including location, quantity, size, and names (common and botanical, including species and variety if known);
 - (c) the location and identification of existing vegetation that will be used to meet all landscaping requirements;
 - (d) protection measures, such as hoardings, for any existing landscaping that is to be maintained;
 - (e) construction details for all hard-landscaped areas, including design specifications, dimensions, paving materials, and locations;
 - (f) manufacturers' specifications (such as model and colour) for all seating, light standards and fixtures, waste receptacles, bicycle racks, tree grates/guards, bollards, planter seating walls, wood arbours, outdoor furniture, solid waste management enclosures, railings, and fencing; and
 - (g) boundaries and access points for all publicly accessible space.
13. Subject to Subsection 12, before being issued an occupancy permit, the applicant shall submit to the Development Officer a letter from a landscape architect certifying that all landscaping has been completed according to the approved landscape plan.
14. Notwithstanding Section 13, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

General Building Design Requirements

15. Balconies and landscaped roof terraces shall be permitted encroachments into a setback, stepback or separation distance, at or above the level of the second storey of a building, provided that the protrusion of the balcony is no greater than 2 metres from the building face and the aggregate length of encroaching balconies per level does not exceed 50% of the horizontal width of that building face.
16. Any building wall facing the street shall consist of at least 30% windows and doors.
17. The main entrances to a building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.
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18. The following external cladding materials shall not be permitted:
 - (a) Vinyl;
 - (b) Plywood;
 - (c) Concrete masonry units; and
 - (e) Darkly tinted or mirrored glass (not including spandrel panels) on the ground floor.
19. Any roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any abutting public street.
20. Any exposed foundation or parking structure in excess of 0.6 metres in height shall be faced with external cladding materials or architecturally detailed in a manner that is complementary with external cladding materials of the main building.
21. All vents, downspouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design.
22. Apartment houses, shared housing dwellings and special care homes shall provide amenity space at a rate of 10 square metres per unit in the form of unit patios, unit balconies or terraces, private landscaped open spaces and interior amenity space. Where provided, interior amenity or private landscaped open space(s) shall have a minimum area of 40 square metres.

Podium and Streetwall Requirements

23. The streetwall façade facing a public street shall conform to the following specifications:
 - (a) any portion of the streetwall above the ground floor may project horizontally no more than 2.0 metres towards the street; and
 - (b) if the horizontal length exceeds 17 metres, the façade shall be broken into horizontal compartments with a distinct change in vertical architectural articulation using different façade materials, projections, roof changes or colours.
24. With the exception of apartment houses, shared housing dwellings and special care homes, the ground floor of the streetwall shall:
 - (a) be comprised of a minimum 60 percent glazing of clear glass; and
 - (b) have a height of at least 4.5 metres as measured between the finished slabs of the first and second floors, except that up to 25% of the ground floor may be reduced to 3.0 metres in height.
25. Any awnings are required to:
 - (a) have at least 2.7 metres of vertical clearance; and
 - (b) project horizontally a minimum of 1.5m or 2/3 the width of the sidewalk, whichever is less.

Moderate and Tall Building Design Requirements

26. The top one or two storeys of a building shall be distinguished from the rest of the building using one or more of the following: different materials; projections; types, quantities or
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articulation of windows; roof changes; floor heights; or colours.

Building Requirements

- 27. The maximum gross floor area ratio for all buildings located on a lot is 3.5.
- 28. Buildings shall conform with the following requirements and only one moderate or tall building form may be used in any one building:

Building Requirement	Streetwall and Podium	Moderate (above podium)	Tall (above podium)
Maximum front yard setback*	6 m along 65% of the street line	None	None
Minimum side and rear yard setback			
a) abutting lots subject to Schedule D3 (RCC) controls	None	5 m	15 m
b) abutting public parks or any other area	6 m	10 m	20 m
Minimum stepback above streetwall facing a public street or park	NA	3 m along at least 65% of the streetwall	3 m along at least 65% of the streetwall
Maximum height	See Schedule D6, Heights Map	25.5 metres	See Schedule D6, Heights Map
Maximum horizontal building dimension	none	68 m	45 m
Maximum floor plate	None	None	900 sq. m.
Minimum separation between buildings located on the same lot	6 m	10 m between two moderate buildings and 12.5 m between a moderate and a tall building	12.5 m between a tall and moderate building and 25 m between two tall buildings

* Not applicable on lots with less than 8 metres of street frontage

- 29. The height requirements specified in section 28, above, shall not apply to a church spire, lightning rod, elevator enclosure, flag pole, antenna, heating, ventilation, air conditioning equipment or enclosure of such equipment, skylight, chimney, landscape vegetation, clock tower, solar collector, roof top cupola, parapet, cornices, eaves, penthouses or other similar features, provided that the total of all such features occupy in the aggregate less than 30 % of the area of the roof of the building on which they are located.

Signs

- 30. Signs may be placed on the Land or building subject to the following conditions:
 - (a) signs shall not be placed above the second-floor ceiling height of any building, and no signs shall be permitted on the roof of any building;
 - (b) fascia signs shall not extend beyond 15 cm of the extremity of a wall on which they are affixed;
 - (c) the maximum combined size of fascia signs on the wall of a building shall be 10 percent of the total area of the wall;

- (d) the maximum aggregate area of window signs shall be 25 percent of the window, or glass area of a door, to which they are affixed;
 - (e) signs on awnings shall not cover more than 25 percent of the area of the awning and the width of the text shall not exceed 80 percent of the width of the awning;
 - (f) One free-standing sign shall be permitted per vehicular entrance and pedestrian entrance that is not part of a vehicular entrance, provided no such sign shall exceed 3.7 metres (12 feet) in height nor 3.7 square metres (40 square feet) in area (per side);
 - (g) Any sign that regulates or denotes the direction or function of various parts of a building or premises, including parking and traffic areas, and that has an area no greater than 0.5 square metres (5 square feet), shall be permitted.
 - (h) Signs may be illuminated in such a manner not to cause a glare or hazard to motorists, pedestrians or neighbouring premises;
 - (i) except as provided for by this section, signs shall conform with the General Sign Provisions (Section 14DA) of Land Use By-law for the Halifax Mainland.
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Schedule D4

NEIGHBOURHOOD CENTRE (NC)

Permitted Uses:

1. Only the following uses shall be permitted in the NC area:
 - (a) apartment houses;
 - (b) home occupations
 - (c) retail and rental stores excluding:
 - (i) motor vehicle dealers;
 - (ii) motor vehicle repair shops, providing such shops are not primarily engaged in providing service station facilities; and
 - (iii) adult entertainment uses
 - (d) offices;
 - (e) hotels;
 - (f) banks and other financial institutions, excluding drive-throughs;
 - (g) restaurants, excluding drive-throughs;
 - (h) community facilities;
 - (i) institutional uses
 - (j) health clinics;
 - (k) appliance and small scale repair shops;
 - (l) personal service uses which may include, but is not limited to, the following shoe repair shops, barber and beauty shops, dry cleaners, and funeral services;
 - (m) day care facilities;
 - (n) commercial recreation uses;
 - (o) amusement centres;
 - (p) micro breweries;
 - (q) coffee roasteries;
 - (r) ferment-on-premises facilities, as defined by the Province of Nova Scotia *Liquor Control Act*;
 - (s) brew pubs
 - (t) public park
 - (u) special care homes
 - (v) government and public buildings
 2. Only hotels, apartment houses, special care homes and home occupations are permitted above the second storey of a building.
 3. Home occupations are not subject to the requirements of Section 14B of the Land Use By-law for the Halifax Mainland, but shall comply with the following:
 - (a) the business operator must reside in the dwelling unit;
 - (b) the home occupation shall be conducted in such a way that it shall not be apparent from the outside of the dwelling that it is used for anything other than a residence;
 - (c) there shall be no display of goods visible from the outside, or outside storage
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- of equipment or material;
- (d) the home occupation shall not include adult entertainment or escort services or the retail sale of products other than those incidental to the home occupation; and
- (e) the home occupation shall not create any noise, dust, vibration, smell, smoke, glare, electrical interference, fire hazard, traffic, or any such similar nuisance not normally associated with a dwelling.

Site Design and Landscaping

4. Every lot shall have a minimum of 6.0 metres of frontage on a street.
 5. Section 7(1) of the Land Use By-law for the Halifax Mainland shall not apply and more than one building may be located on a lot.
 6. The parking requirements under the General Provisions of the Land Use By-law for the Halifax Mainland shall not apply in the NC area. However, the following parking and access requirements shall apply:
 - (a) any surface parking shall cover no more than 20% of a lot. For the purpose of this clause, parking on the top of a parking structure over 3 metres in height shall not be considered surface parking;
 - (b) no parking shall be located between a building and a street;
 - (c) a maximum of one driveway access per lot is permitted to a collector road; and
 - (d) parking structures located above grade shall not be located within 20 metres of a collector road.
 7. Any outdoor area used for solid waste management shall be located in a side or rear yard and shall be fully enclosed by an opaque fence or wall at least 2.0 metres high, except for an opening or gate required for access. Any such area shall not be located within 3.5 metres of any lot line.
 8. Landscaping shall be required between the building and any public sidewalk. A driveway may be permitted across this landscaped area.
 9. A minimum of 25% of a lot shall be covered with soft landscaping. Soft landscaping located on a building rooftop may be counted toward up to 15% of this requirement.
 10. Where a side or rear yard is required, it shall contain landscaped open space in accordance with the following requirements:
 - (a) trees shall be planted at a rate of one (1) tree (minimum of 60mm caliper) and three (3) shrubs per 4.6 metres as measured along the side or rear lot line; or
 - (b) existing trees (minimum of 60mm caliper) and shrubs may be incorporated into the landscaped setback, and may be calculated as part of the above one (1) tree and three (3) shrubs per 4.6 metres requirement providing the existing trees and shrubs remain intact following the completion of development.
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11. All required soft landscaping shall:
 - (a) conform to the latest edition of the *Canadian Landscape Standard*; and
 - (b) be maintained in healthy condition and any soft landscaping that dies shall be replaced within one year or at the beginning of the next growing season, whichever is sooner.
 12. All required landscaped areas shall not be used for storage, loading, unloading, or the movement or parking of motor vehicles.
 13. In addition to all other requirements, a development permit application for the development of a main building shall include a landscape plan prepared by a registered landscape architect. The landscape plan shall depict the design of all hard and soft landscaping in the development, and shall contain:
 - (a) the current and proposed site topography, including the location of any significant gradients;
 - (b) planting areas and details for all new vegetation and groundcover, including location, quantity, size, and names (common and botanical, including species and variety if known);
 - (c) the location and identification of existing vegetation that will be used to meet all landscaping requirements;
 - (d) protection measures, such as hoardings, for any existing landscaping that is to be maintained;
 - (e) construction details for all hard-landscaped areas, including design specifications, dimensions, paving materials, and locations;
 - (f) manufacturers' specifications (such as model and colour) for all seating, light standards and fixtures, waste receptacles, bicycle racks, tree grates/guards, bollards, planter seating walls, wood arbours, outdoor furniture, solid waste management enclosures, railings, and fencing; and
 - (g) boundaries and access points for all publicly accessible space.
 14. Subject to Subsection 13, before being issued an occupancy permit, the applicant shall submit to the Development Officer a letter from a landscape architect certifying that all landscaping has been completed according to the approved landscape plan.
 15. Notwithstanding Section 14, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the
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work and its certification.

General Building Design Requirements

16. Balconies and landscaped roof terraces shall be permitted encroachments into a setback, stepback or separation distance, at or above the level of the second storey of a building, provided that the protrusion of the balcony is no greater than 2 metres from the building face and the aggregate length of encroaching balconies per level does not exceed 50% of the horizontal width of that building face.
17. The following external cladding materials shall not be permitted:
 - (a) Vinyl;
 - (b) Plywood;
 - (c) Concrete masonry units;
 - (d) Exterior insulation and finish systems where stucco is applied to rigid insulation; and
 - (e) Darkly tinted or mirrored glass (not including spandrel panels) on the ground floor.
18. Any roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any abutting public street.
19. Any exposed foundation or parking structure in excess of 0.6 metres in height shall be faced with external cladding materials or architecturally detailed in a manner that is complementary with external cladding materials of the main building.
20. All vents, downspouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design.
21. Loading and service areas are required to be concealed with automatic overhead doors that are a maximum width of 6.0 metres.

Podium and Streetwall Requirements

22. The streetwall façade facing a public street shall conform to the following specifications:
 - (a) any portion of the streetwall above the ground floor may project horizontally no more than 2.0 metres towards the street; and
 - (b) if the horizontal length exceeds 17 metres, the façade shall be broken into horizontal compartments with a distinct change in vertical architectural articulation using different façade materials, projections, roof changes or colours.
 23. With the exception of apartment houses, the ground floor of the streetwall shall:
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- (a) be comprised of a minimum 60 percent glazing of clear glass; and
- (b) have a height of at least 4.5 metres as measured between the finished slabs of the ground and second floors, except that up to 30% of the ground floor may be reduced to 3.0 metres in height.

24. For apartment houses, the ground floor of the streetwall shall have separate exterior entrances for all at grade residential units.

25. Any awnings are required to:

- (a) have at least 2.7 metres of vertical clearance; and
- (b) project horizontally a minimum of 1.5m or 2/3 the width of the sidewalk, whichever is less.

Moderate and Tall Building Design Requirements

26. The top one or two storeys of a building shall be distinguished from the rest of the building using one or more of the following: different materials; projections; types, quantities or articulation of windows; roof changes; floor heights; or colours.

Building Requirements

27. All buildings shall conform with the following requirements:

Building Requirement	Streetwall and Podium	Moderate (above podium)	Tall (above podium)
Maximum front yard setback*	3 m along 65% of the street line	None	None
Minimum side and rear yard setback a) abutting NC Zone b) abutting public parks or any other zone	None 6m	5 m 10 m	15 m 20 m
Minimum stepback above streetwall facing a public street or park	NA	3 m along at least 65% of the streetwall	3 m along at least 65% of the streetwall
Maximum height (total)	See Schedule C6 Heights Map	21 metres	See Schedule C6 Heights Map
Maximum horizontal building dimension	68 m	68 m	45 m
Maximum floor plate	None	None	900 sq. m.
Minimum separation between buildings located on the same lot	6 m	10 m between two moderate portions of a building and 12.5 m between a moderate and a tall portion of a building	12.5 m between a tall and moderate portion of a building and 25 m between two tall portions of a building

* Not applicable on lots with less than 8 metres of street frontage

28. The height requirements specific in section 26, above, shall not apply to a church spire, lightning rod, elevator enclosure, flag pole, antenna, heating, ventilation, air conditioning equipment or enclosure of such equipment, skylight, chimney,

landscape vegetation, clock tower, solar collector, roof top cupola, parapet, cornices, eaves, penthouses or other similar features, provided that the total of all such features occupy in the aggregate less than 30 % of the area of the roof of the building on which they are located.

Additional Apartment House Requirements

- 29. A minimum of 30 percent of the dwelling units within an apartment house shall contain two or more bedrooms. Where 30% of the units is not a whole number, the required number of units is rounded up to the next whole number
- 30. Apartment house buildings shall provide amenity space at a rate of 10 square metres per unit in the form of unit patios, unit balconies or terraces, private landscaped open spaces and interior amenity space. Where provided, interior amenity or private landscaped open space(s) shall have a minimum area of 40 square metres.

Signs

- 31. Signs may be placed on a building subject to the following conditions:
 - (a) the signs may only be placed on the ground or second floor face of a streetwall in front of a business and no signs shall be permitted on the roof of a building;
 - (b) where signs are illuminated, they shall be illuminated in such a manner not to cause a glare or hazard to motorists, pedestrians or neighbouring premises;
 - (c) fascia signs shall not extend beyond a wall on which they are affixed;
 - (d) maximum combined size of fascia signs on the wall of a building shall be no greater than 10 percent of the total area of said wall of the premise to which it is attached;
 - (e) aggregate area of all window signs shall not exceed 25 percent of the window, or glass area of a door, to which they are affixed;
 - (f) signs on awnings shall not cover more than 25 percent of the area of the awning and the width of the text shall not exceed 80 percent of the width of the awning; and
 - (g) except as provided for by this section, signs shall conform with Section 14DA of the Land Use By-law for the Halifax Mainland.
- 31. A maximum of one billboard sign is permitted to advertise and direct the public to development located within the Residential Care Campus area identified in the Seton Ridge Neighbourhood Plan and subject to the requirements set out in Section 14D(2) of the Land Use By-law for the Halifax Mainland.

Schedule D5

SETON RIDGE LOW DENSITY (SRLD)

1. Only the following uses shall be permitted in the SRLD area:

- (a) single unit dwellings;
- (b) semi-detached dwellings
- (c) duplexes;
- (d) townhouses;
- (e) stacked townhouses;
- (f) home occupations;
- (g) day care facilities;
- (h) open space and public parks; and
- (i) uses accessory to the above permitted uses.

4. **LOCATIONAL RESTRICTIONS**

Townhouses and stacked townhouses are not permitted on lots that abut a single unit dwelling located on a lot that are outside of the Seton Ridge Neighbourhood Plan Designation as set out in the Municipal Planning Strategy for Halifax.

REQUIREMENTS

5. Buildings to be occupied or developed as a single unit dwelling, a semi-detached dwelling or a duplex shall conform with the following requirements:

- | | |
|--------------------------|--|
| (a) Minimum lot frontage | 9.75 metres (32 feet) for single unit dwellings and duplexes

7.62 metres (25 feet) per unit for semi-detached dwellings

On cul-de-sac bulbs or streets with radius less than 100 metres (328 feet), the frontage requirement may be reduced no more than 20% |
| (b) Minimum lot area | 315.9 square metres (3,400 square feet) for single unit dwellings

232.3 square metres (2,500 square feet) per unit for a semi-detached dwelling |
| (c) Maximum height | 10.67 metres (35 feet) |
| (d) Minimum front yard | 6.1 metres (20 feet) where parking is provided in the front yard. This may be reduced to no |

less than 2.0 metres (6.56 feet) if parking is located in the side or rear yard.

- (e) Minimum rear yard 6.1 metres (20 feet). Where parking is located in the rear yard, the minimum rear yard setback shall be 9.14 metres (30 feet)
- (f) Minimum side yard 1.22 metres (4 feet) or 0 metres for adjoining semi-detached dwellings

TOWNHOUSES

6. Buildings to be developed or occupied as townhouses shall comply with the following requirements:

- (a) Minimum lot frontage 6.1 metres (20 feet) per unit
- (b) Minimum lot area 150.04 square metres (1,615 square feet) per Unit
- (c) Maximum height 10.67 metres (35 feet) per unit
- (d) Minimum front yard 6.1 metres (20 feet) where parking is provided in the front yard. This may be reduced to no less than 3.05 metres (10 feet) if parking is located in the rear yard.
- (e) Minimum rear yard 7.62 metres (25 feet). Where parking is located in the rear yard, the minimum rear yard setback shall be 9.14 metres (30 feet).
- (f) Minimum side yard 3.05 metres (10 feet) for end units
- (h) Maximum number of units 8 units
- (i) Minimum unit width 5.5 metres (18 feet)
- (j) All dwelling units in a townhouse shall have a front door that faces the street or driveway.

STACKED TOWNHOUSES

7. Buildings to be developed as stacked townhouses shall comply with the following requirements:

- (a) Minimum lot frontage 4.57 metres (15 feet) per unit
 - (b) Minimum lot area 100.34 square metres (1080 square feet) per unit
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- (c) Maximum height 10.67 metres (35 feet) for each unit
- (d) Minimum front yard 6.1 metres (20 feet) where parking is provided in the front yard. This may be reduced to 3.05 metres (10 feet) if parking is located in the rear yard.
- (e) Minimum rear yard 7.62 metres (25 feet). Where parking is located in the rear yard, the minimum rear yard setback shall be 9.14 metres (30 feet).
- (f) Minimum side yard 4.57 metres (15 feet) for end units
- (h) Maximum number of units 16 units
- (i) All dwelling units in a stacked townhouse shall have a front door that faces the street or driveway.

SUBDIVISION OF TOWNHOUSE BUILDING

- 8. A townhouse building may be subdivided so that each townhouse unit is on its own lot, provided that the minimum requirements of this zone are met, except that no side yard shall be required along the common lot boundary dividing the townhouse building.

BUILDING FACADES FOR TOWNHOUSE AND STACKED TOWNHOUSE BUILDINGS

- 9. A minimum of 30% of front wall areas shall be windows or doors.
- 10. Townhouse or stacked townhouse buildings shall feature at least one of the following:
 - (a) horizontal variation between dwelling units through such devices as changes in colour, material, and projections and recesses of 0.5 metres (1.6 feet); or
 - (b) vertical variation between dwelling units through such devices as changes in colour, material, and projections and recesses of 0.5 metres (1.6 feet)
- 11. Notwithstanding front yard setback requirements, projections such as eaves, window bays and window treatments of less than 0.75 metres (2.5 feet) shall be permitted.

LANDSCAPED OPEN SPACE AND AMENITY SPACE

- 12. Townhouse and stacked townhouse buildings shall provide a minimum of 35% landscaped open space per site, with a minimum of 13.94 square metres (150 square feet) of outdoor amenity space per dwelling unit.

13. Outdoor amenity space may be in the form of any front yard, rear yard, side yard, deck, balcony, terrace or patio, or any combination thereof.

GARAGE REQUIREMENTS

14. Where a garage is attached to a main dwelling, the garage shall:
- (a) be recessed from the front wall of the dwelling by at least 1 metre; and
 - (b) occupy no more than 50% of the front exterior wall width of any main building.

DRIVEWAY REQUIREMENTS

15. Where possible, driveways shall be paired with a decorative strip between driveways that are a minimum of 30 cm (1 foot) in width to a maximum width of 1.5 metres (4.92 feet).
16. The Development Officer may waive the requirement to pair driveways if design constraints limit the feasibility of pairing driveways including, but not limited to, the placement of services and utilities, grade changes, the curvature of the road or an uneven number of dwellings.
17. The maximum width of any driveway between the curb and front property line shall be 3.66 metres (12 feet) per dwelling, and shall not exceed 4.27 metres (14 feet) in width in the front yard.

ACCESSORY BUILDINGS

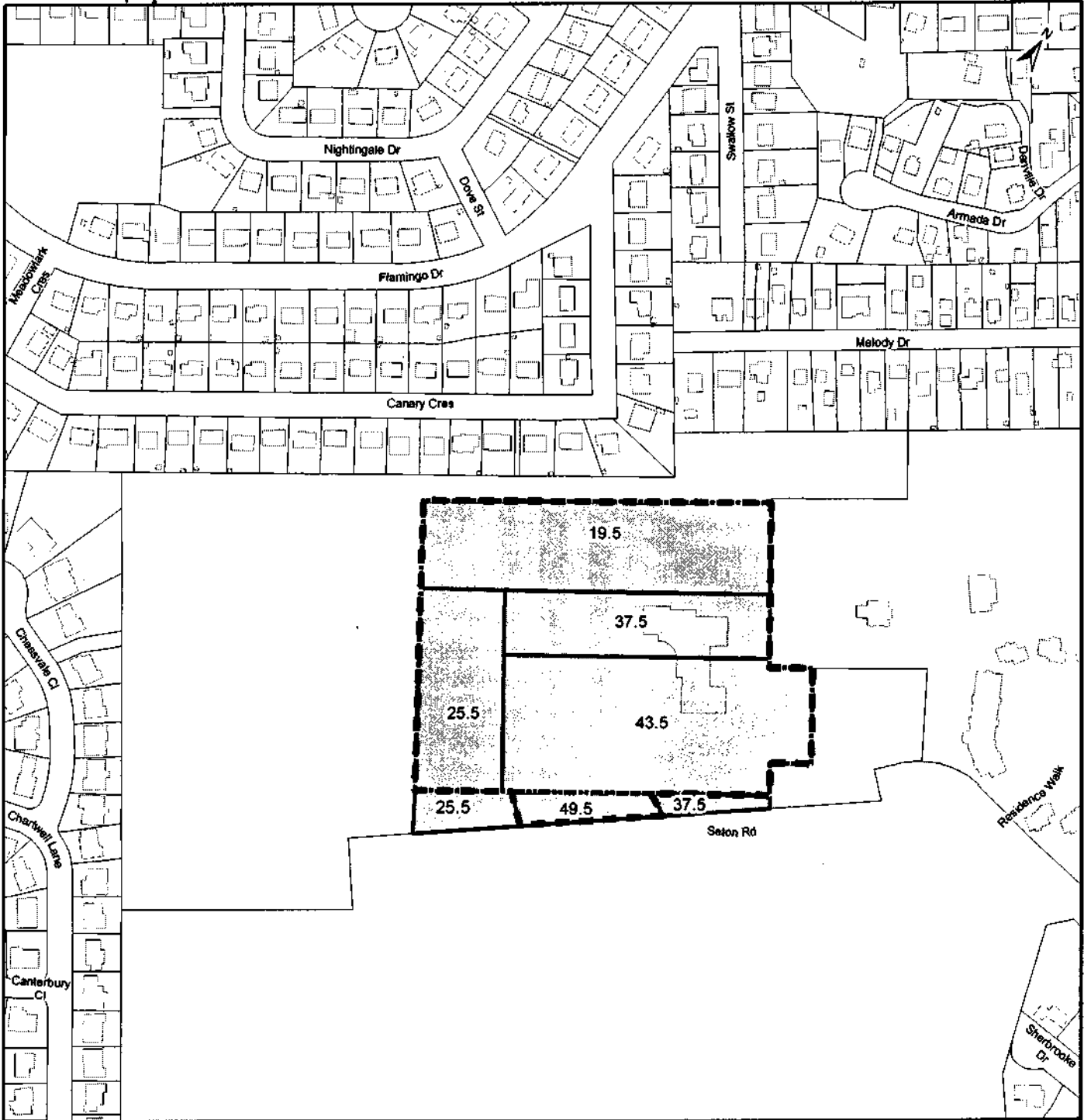
18. (a) Accessory structures shall not:
- i. be used for human habitation;
 - ii. be located within the required front yard of a lot;
 - iii. be built closer than 1.22 metres (4 feet) to any side or rear lot line except for common semi-detached garages which may be centred on the mutual side lot line;
 - iv. exceed 69.7 square meters (750 square feet) in total floor area, except for public buildings and uses; nor
 - v. be built within 1.82 metres (6 feet) of the main building.
- (b) Drop awnings, clothes poles, flag poles, garden trellises, fences, children's play structures, satellite dishes, uncovered decks no higher than 0.61 metres (2 feet) and retaining walls shall be exempted from any of the requirements of this section.
- (c) Garbage collection bins and stalls shall be subject to the accessory structure provisions of this section and shall be fenced or otherwise enclosed by a structure so as not to be visible from any street or adjacent residential property.
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HOME OCCUPATIONS

19. Home occupations shall comply with the provisions of the R-2TA Zone of the Land Use By-law for the Halifax Mainland.

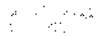


DAY CARE FACILITIES

20. Buildings erected, altered or used for a day care facility shall comply with the following requirements:
- (a) A day care facility shall only be permitted in conjunction with a permitted dwelling, and shall be limited to a maximum of one full storey of the dwelling, which may be the basement storey.
 - (b) A day care facility shall accommodate no more than eight (8) children.
 - (c) Only one day care facility shall be permitted on a lot.
 - (d) Except for outdoor play space, any day care facility shall be wholly contained within a dwelling which is the principle residence of the operator of the facility.
 - (e) One off-street parking space, other than that required for the dwelling, shall be provided. The required parking space shall be 2.44 metres (8 feet) wide by 4.88 metres (16 feet) long, and shall not be in the required front yard.
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Schedule D6 - Heights Framework

HALIFAX

-  Applicable Area
-  15.5 Metre Streetwall*
-  Height Boundaries (Heights in metres)

*Streetwall for all remaining areas - 12.5m



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

Halifax
Plan Area

25 May 2018

Case 19514

IAHG

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