



P.O. Box 1749  
Halifax, Nova Scotia  
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**Item No. 10.1.3**  
**Harbour East-Marine Drive Community Council**  
**February 17, 2023**  
**March 27, 2023**

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

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

**DATE:** January 30, 2023

**SUBJECT:** **Case 23052: Amending Development Agreement for Loonview Lane, Westphal**

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**ORIGIN**

Application by Quest Capital Inc.

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

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

1. Give notice of motion to consider the proposed amending development agreement, as set out in Attachment A, to allow for the addition of lands, increased number of dwelling units and changes to the project commencement and completion dates, and schedule a public hearing;
2. Approve the proposed amending development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the agreement be signed by the property owner within 120 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**

Quest Capital Inc. is applying to amend the original development agreement (2014) at Loonview Lane in Westphal to allow for intensification of the approved residential development. The previously approved six and seven storey building heights are proposed to be maintained with increased building footprint areas and a greater number of units, and the remaining approved townhouses which have not yet been constructed will not be built. The proposed building locations and additional lands will allow the open character of the site to be maintained, protect the lakeshore buffer, deliver adequate open space in addition to the buffer and add a second vehicular access point to the site. The increased residential density will provide housing options for an age-in-place community and is supported by an active and vibrant local commercial centre that serves the broader community. The requested amendments may be approved by Council following a public hearing.

<b>Subject Site</b>	613 Highway 7 and 32 Loonview Lane, Westphal (PID's 41332503 and 00619627)
<b>Location</b>	Located east of the Forest Hills Parkway intersection off Highway 7, Westphal
<b>Regional Plan Designation</b>	Urban Settlement (US), and identified as Urban Local Growth Centre, under Regional Municipal Planning Strategy (MPS)
<b>Community Plan Designation (Map 1)</b>	Highway Commercial (HC) under Cole Harbour-Westphal MPS
<b>Zoning (Map 2)</b>	C-4 (Highway Commercial) zone under Cole Harbour-Westphal Land Use By-law (LUB)
<b>Size of Site</b>	52,580 square metres (12.99 acres)
<b>Street Frontage</b>	17.5 metres (60 ft.) on Highway 7
<b>Current Land Use(s)</b>	Vacant with exception of 4-unit townhouses and stormwater retention pond developed under original DA
<b>Surrounding Use(s)</b>	Subject area is surrounded by businesses to the east and south: Gateway Meat Market; Sobeys gas bar; Sobeys Land Holdings Limited; and Atlantic Tire Services with J.L. Patterson Sale and Service to the west. Beyond that are extensive NSTPW lands. On the opposite side of Highway 7 there is a grocery store, coffee shop and other small scale commercial uses. The area has notable amenities and the site is adjacent to a protected bikeway network.

## **Proposal Details**

The applicant proposes to develop two multiple unit buildings in addition to retaining the completed 4-unit townhouse building. The major aspects of the proposal are as follows:

### Building A

- 7 storey apartment building containing approximately 300 units designed and marketed for seniors;
- total gross floor area about 32,800 square metres;
- two outdoor landscaped courtyards (2,000 square metres);
- two resident rooftop courtyards on the 6th floor of the building (1,000 square metres);
- approximately 3,000 square metres of indoor and outdoor amenity space;
- lot coverage of 18% (5,000 square metre floorplate on a 28,300 square metre site);
- one level of underground parking with 200 spaces; surface parking with 100 spaces;
- site will be accessible via Loonview Lane and a right-in/right-out at Highway 7; and
- plan preserves the stormwater management pond developed on the site.

### Building B (Shared Housing and Shared Housing with Special Care)

- 6 storey Retirement Living Complex containing approximately 300 units;

- Units composed of Shared Housing or Shared Housing with Special Care or a combination of both;
- total gross floor area approximately 24,500 square metres;
- small commercial uses on the ground floor accessible to residents of the two buildings;
- two outdoor landscaped courtyards (1,600 square metres);
- one resident rooftop courtyard on the 5th floor of the building (1,100 square metres);
- approximately 2,900 square metres of indoor and outdoor amenity space;
- lot coverage of 20% (4,500 square metres plate on a 24,280 square metres site); and
- one level of underground parking with about 100 spaces; surface parking with about 100 spaces (total parking count of 200 spaces).

### **Enabling Policy and LUB Context**

Policy HC-10 allows Council to consider mixed residential development on lands within the Highway Commercial designation of the Cole Harbour-Westphal Municipal Planning Strategy in accordance with the development agreement provisions of the *Halifax Regional Municipality Charter*. In considering the agreements, Council is to have regard for the following: design, height, bulk and scale; compatibility with adjacent residential development; integrating and buffering the use; the impact on the local road network; pedestrian access to public streets; environmental protection; minimizing vehicular access to Lake Loon; and the provisions of Policy IM-11, which are the standard policies for consideration of development agreements.

The C-4 (Highway Commercial) Zone permits general commercial uses not exceeding 10,000 square feet of gross floor area including retail and food stores; service shops; offices; financial uses; restaurants; car lots; lodging; commercial recreation; funeral homes; service stations; taxi and bus depots; parking lots; greenhouses and nurseries; veterinary uses; enviro depots; car washes; auto-motive repair; self-storage uses; warehousing, building materials sales; and institutional and fraternal uses. The zone also permits existing dwellings and community uses, including medical and day care centres. In addition, the zone requires the screening of open storage and outdoor display areas.

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website (281 unique page views), signage posted on the subject site and letters mailed to property owners (116 letters mailed) within the notification area. The public comments received include the following topics:

- increased traffic volume will impact Highway 7 flow and create longer queues;
- apartment type development won't "work" in this location; should be parkland;
- residential development preferred to commercial: townhouses preferred not apartments (less desirable looking); and
- concerns about impact on lake health from increased use of motorboats and runoff from parking lots.

Halifax Water has reviewed this development application and their operating mandate includes review by Collin's Park Watershed Advisory Committee (WAC) of development proposals on Lake Loon. Advisory comments were provided by the WAC regarding lake health, buffers, stormwater management and fueling boat motors. The applicant will conform to all Halifax Water requirements through the permitting process.

A public hearing must be held by Harbour East-Marine Drive 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 published newspaper advertisements, property owners and residents within the notification area shown on Map 2 will be notified of the hearing by regular mail.

## **DISCUSSION**

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

### **Proposed Amending Development Agreement**

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

- Additional lands to be covered under existing Agreement for a total area of 12.99 acres;
- Deletion of provisions allowing townhouses beyond the previously completed four-unit townhouse building;
- Additional units in medium rise buildings while maintaining approved height;
- Provision for ground floor local commercial up to 15,000 square feet in each building;
- Additional 335 parking spaces for a total of 540 spaces; 300 spaces will be underground and the remainder will be surface parking; and
- Extension of timelines for commencement and completion of development.

The attached amending development agreement will permit two 300 unit multiple-unit buildings, one of six storeys and another of seven storeys in height, subject to the conditions identified above. The amending agreement will also allow the retention of the four-unit townhouse building constructed under the existing agreement. Of the matters addressed by the proposed amending development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

#### **Building Form, Compatibility and Commercial Buffering**

Policy HC-10 of the Cole Harbour-Westphal MPS directs Council to have regard for exterior design, height, bulk and scale of proposed developments. The policy further directs the consideration of compatibility with adjacent residential development relative to buildings heights, lot coverage, dwelling unit density, unit type and mix.

Sites such as this, which are set back from the street-oriented development pattern, tend to be larger areas of land that can accommodate mid-rise buildings of a larger scale, therefore the proposed agreement enables development of two 300-unit multiple unit buildings of seven and six storeys. The height was previously approved in accordance with site specific policies in the MPS, however, the visual impact of the proposed bulkier form and larger footprint will be mitigated by stepping back the upper portions of the buildings, the application of articulated surfaces and various voids and protrusions along the building facades. With these mitigations in place, the buildings will respect human scale, and the massing and lot coverage of the context in which it is proposed. This will make a positive contribution to local character within the neighbourhood. In local views, the new buildings will be apparent but with mitigation will be a complementary fit within the prevailing context and the existing urban fabric.

The proposed buildings are surrounded by commercial uses, and so in terms of compatibility, the nearest comparators are the low and medium-rise residential buildings on the opposite side of Highway 7. The design scheme of the proposed buildings is intrinsically similar to those existing buildings but with a noticeable increase in bulk that will blend better with the surrounding commercial buildings than if they were proposed within a residential setting.

Policy HC-10 also directs that measures be taken to integrate and buffer the use relative to surrounding commercial use. The proposed development is separated from existing commercial buildings by a spacious horizontal distancing and the existing laneway. Tree plantings and a six-foot high wooden fence along the shared property boundary with the Crombie and car wash lands to the east will serve as visual and physical separation.

### Traffic and Vehicular Access

The Traffic Impact Study provides a number of conclusions and recommendations for the development of seniors-related residential land uses. These uses generate traffic volumes significantly lower than traditional residential development and trips are likely to take place outside of typical commuter peak hours. These factors minimize impacts on the adjacent road network during the highest volume periods of the day. At the critical Main Street and Forest Hills intersection, the full built-out development will contribute less than 2% of the total traffic through the intersection. These volumes are distributed over multiple movements at the intersection, resulting in negligible impacts as assessed by the submitted studies and validated by HRM's Engineers.

The addition of lands at 613 Highway 7 allows for traffic to and from the subject site to be distributed over two driveways. The existing Loonview Lane driveway permits left turn in and out movements and both movements are aided by traffic signals on either side of this access that creates gaps in Main Street traffic. As such, it was found that left turns in and out of the site operate at good levels of service.

The west development driveway is located proximate to the Main Street and Forest Hills intersection which falls under the jurisdiction of the Nova Scotia Department of Public Works (DPW). As a right-in, right-out access only, the intersection operates with minimal delay or queuing. The NS Department of Public Works has indicated that a permit will be required for this driveway and it should be placed 50 meters from the intersection; NSDPW will manage approval of this permit. No other issues were identified by the NS Department of Public Works.

HRM is currently undergoing functional planning studies along the Main Street corridor between Forest Hills and Ross Road. It is possible that there may be some mutually beneficial synergies between this development and the functional planning work. The Cherry Brook connector has been long discussed as a potential connector route between Main Street and Burnside and would significantly reduce traffic on Main Street and reduce the demand on the Main Street and Forest Hills intersection.

### **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 MPS. The amendment request to add lands to the site plan will provide for buildings with a larger footprint while allowing adequate space for lake buffering, amenity space and stormwater management facilities; accommodate increased densities and provide housing options in the community; and provide a vital second access point at 613 Highway 7 that will mitigate a number of traffic issues.

The proposed development's increased footprint and bulk will be noticeable but will contribute to both increased residential density as anticipated by policy and a gradual change in character of the area. As the largest visible buildings in an area developed with buildings of a moderate scale and medium grain, the proposed development is intended to enhance and sensitively respond to the immediate commercial context and that of the wider urban and townscape context by being of high quality and respectful of the existing place. Therefore, staff recommend that Harbour East-Marine Drive Community Council approve the proposed amending development agreement.

### **FINANCIAL IMPLICATIONS**

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed amending development agreement. The administration of the proposed amending development agreement can be carried out within the approved 2022-2023 operating budget for Planning and Development.

## **RISK CONSIDERATION**

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

## **ENVIRONMENTAL IMPLICATIONS**

No environmental implications have been identified.

## **ALTERNATIVES**

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

## **ATTACHMENTS**

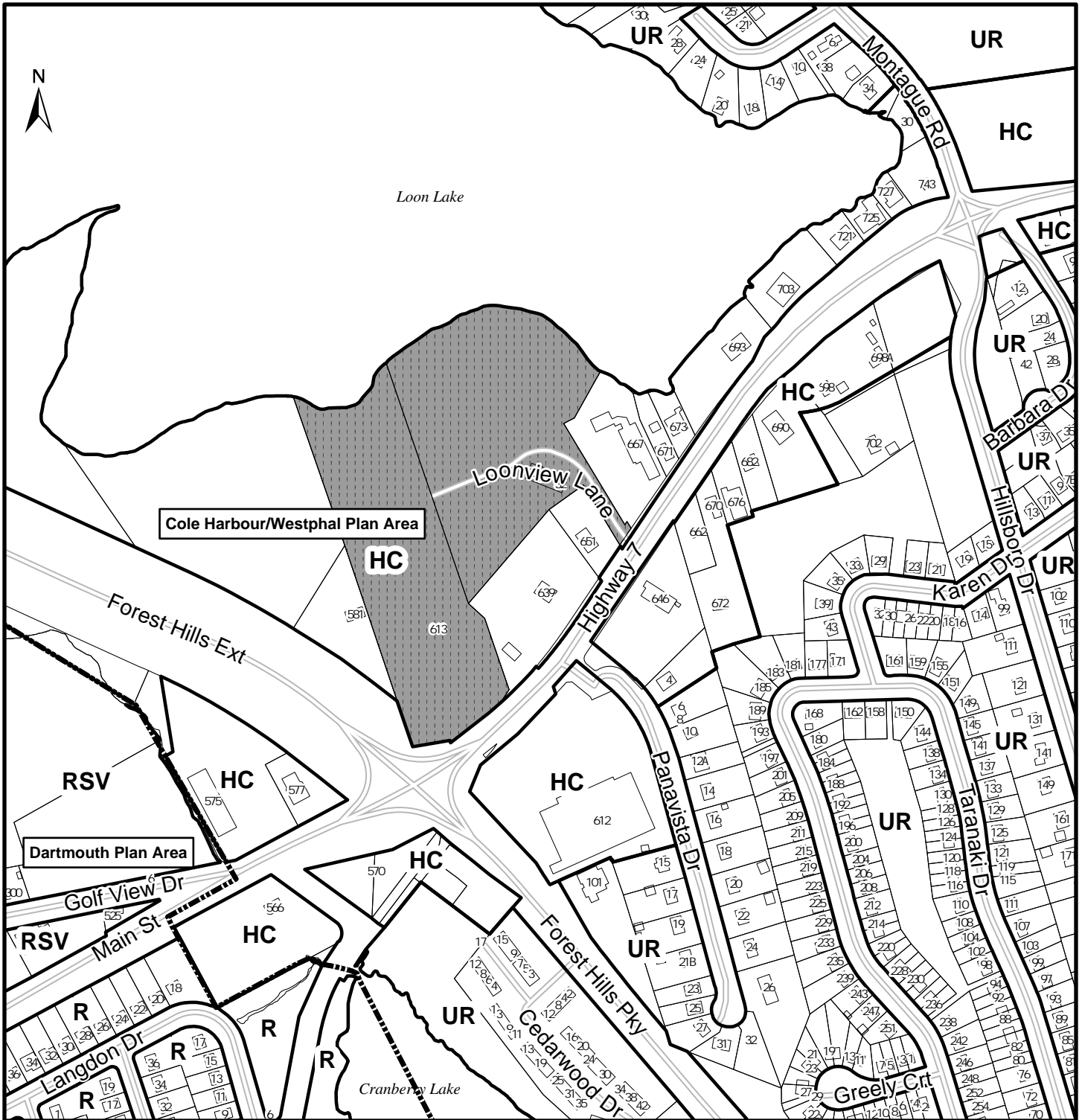
Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Amending Development Agreement
Attachment B:	Review of Relevant MPS Policies

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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

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**Map 1 - Generalized Future Land Use**


**HALIFAX**

Loonview Lane,  
Wesphal

**Cole Harbour/Westphal Plan**

 Subject Area

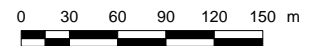
UR Urban Residential  
HC Highway Commercial

 Plan Boundary

**Dartmouth Plan**

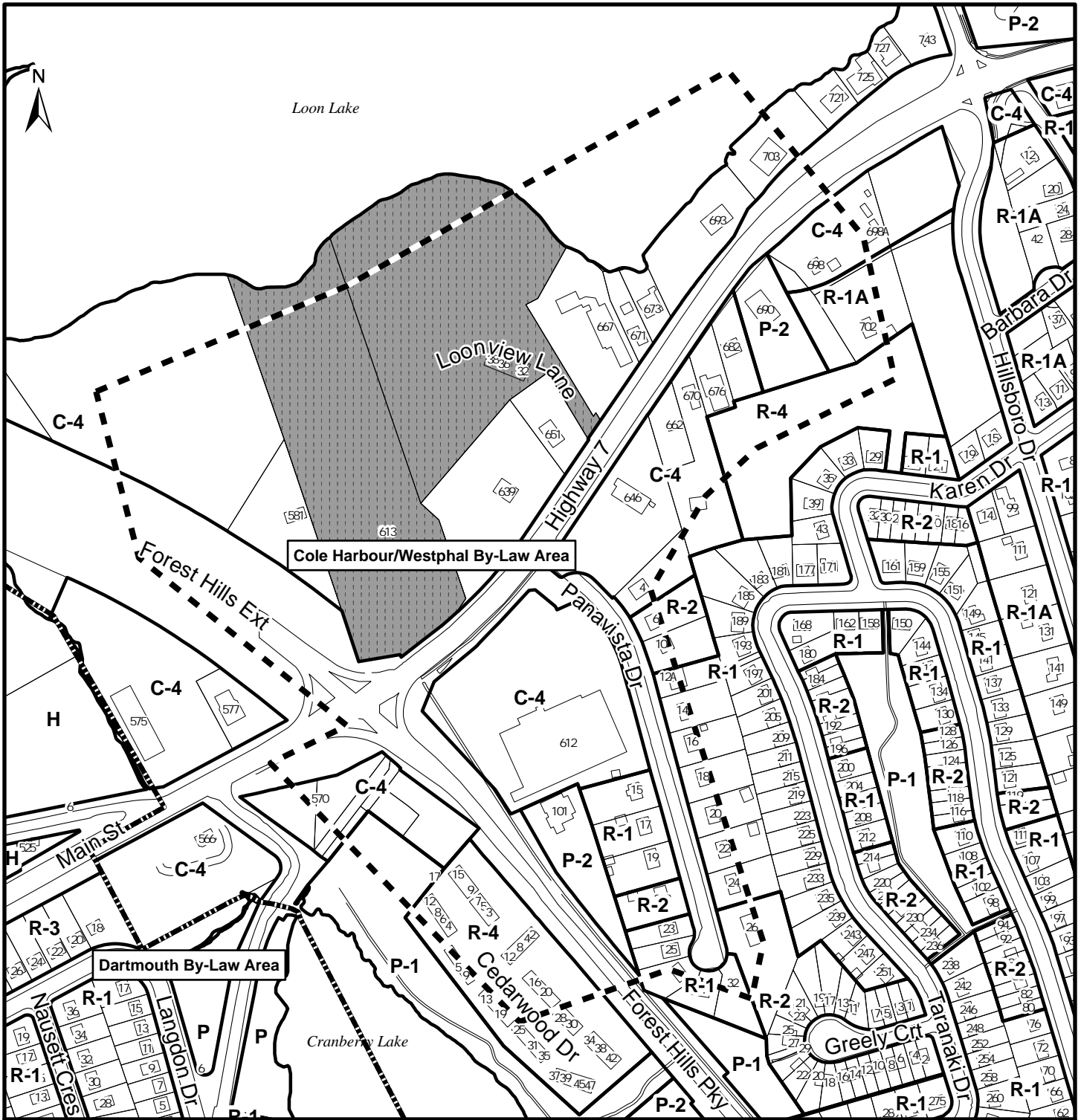
Cole Harbour/Westphal &  
Dartmouth Plan Area

R Residential  
RSV Reserve






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

- Loonview Lane,  
Wesphal
-  Subject Area
  -  Notification Area
  -  By-law Boundary

**Cole Harbour/  
Westphal**

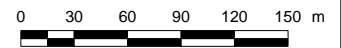
**Dartmouth**

Cole Harbour/Westphal &  
Dartmouth By-Law Area

- R-1A Single Unit Dwelling
- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-4 Multiple Unit Dwelling
- C-4 Highway Commercial
- P-1 Open Space
- P-2 Community Facility

- R-1 Single Family Residential
- R-3 Multiple Family Residential (Medium Density)
- P Park
- H Holding

**HALIFAX**



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 Second Amending Development Agreement**

THIS SECOND AMENDING AGREEMENT made this      day of **[Insert Month]**, 20\_\_,

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**  
a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at Highway No. 7, Westphal, PIDs 41332503 and 00619627 and which said lands are more particularly described in Schedules A and A-1 hereto (hereinafter called the "Lands");

**AND WHEREAS** on December 14, 2014 Harbour East Marine Drive Community Council approved an application to enter into a Development Agreement to allow for 118 units within two multi-unit buildings and 44 townhouse units within 5 townhouse blocks within on the Lands (municipal case 18288), which said Development Agreement was registered at the Land Registration Office on March 24, 2015 as Document Number 106827778 (hereinafter called the "Original Agreement");

**AND WHEREAS** on December 3, 2015 Harbour East Marine Drive Community Council approved a partial discharge of the development agreement from lands owned by Civic Homes Limited (PID 00619494) (municipal case 19859) and which said Discharging Development Agreement was registered at the Land Registration Office in Halifax on April 18, 2016 as Document Number 108807950 (hereinafter called the "Discharging Agreement");

**AND WHEREAS** on December 3, 2015 Harbour East Marine Drive Community Council approved amendments to the Original Agreement to allow for a reduction in the lot frontage requirements on the Lands (municipal case 19859) and which said First Amending Agreement was registered at the Land Registration Office in Halifax on February 22, 2015 as Document Number 108558892 (hereinafter called the "First Amending Agreement") and which applies to the Lands;

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

**AND WHEREAS** the Developer is the registered owner of certain lands location at Highway No. 7, Westphal, PID 00619627 and which said lands are more particularly described in Schedule A-1 hereto attached;

**AND WHEREAS** the Developer has requested that the Harbour East Marine Drive Community Council approve further amendments to the Existing Agreement to allow two multiple unit buildings, four unit townhouse building, a contiguous increase to the area of the Lands, increased number of dwelling units and changes to the commencement and completion dates on the Lands and PID 00619627, pursuant to

the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy HC-10 of Cole Harbour/ Westphal Municipal Planning Strategy and Section 3.6 (y) of the Cole Harbour/ Westphal Land Use By-law;

**AND WHEREAS** the Harbour East Marine Drive Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as municipal case 23052;

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

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1. Except where specifically varied by this Second Amending Agreement, all other conditions and provisions of the Original Agreement and First Amending Agreement shall remain in effect.
2. The Developer agrees that the Lands described herein this Second Amending Agreement shall be developed and used only in accordance with and subject to the terms and conditions of the Original Agreement, the First Amending Agreement, and this Second Amending Agreement.
3. Part 2.2, Definitions Specific to this Agreement, shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

~~2.2.1 'Standard Townhouse Building' means a building which is divided vertically by common walls into four townhouses dwelling units, wherein each townhouse dwelling unit has separate, at-grade access.~~

~~2.2.2 'Stacked Townhouse Building' means:~~

- ~~i. a building which is divided vertically by common walls into four or more townhouses dwelling units, and~~
- ~~ii. is horizontally separated into additional townhouses dwelling units, one atop the other, and~~
- ~~iii. each townhouse dwelling unit has separate at-grade access.~~

**2.2.1 'Parking Space' means an area for the purpose of parking one automobile having a minimum width of 8 feet and a minimum length of 18 feet, surfaced in concrete or asphalt.**

4. Section 3.1 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

Schedule A	Legal Description of the Lands(s)
<b>Schedule A-1</b>	<b>Legal Description of the Additional Lands</b>
<del>Schedule B-1</del>	<del>Site Plan</del>
<b>Schedule B-2</b>	<b>Layout Plan</b>
<del>Schedule C-1</del>	<del>Landscape Plan</del>
<b>Schedule C-2</b>	<b>Landscaping Plan</b>
<b>Schedule C-3</b>	<b>Grading Plan</b>
<del>Schedule D-1</del>	<del>Preliminary Plan of Subdivision Consolidation</del>
<del>Schedule E-1A</del>	<del>Servicing</del>
<del>Schedule E1-1A</del>	<del>Stormwater Management/Erosion and Sedimentation Control Plan</del>
<del>Schedules F</del>	<del>Interior Parking Plan</del>
<del>Schedule G</del>	<del>Multi Building 1 Front</del>
<del>Schedule G1</del>	<del>Multi Building 1 Side</del>
<del>Schedule G2</del>	<del>Multi Building 1 Rear</del>

<b>Schedule G-3</b>	<b>Multiple Unit Buildings, View 1</b>
<del>Schedule H</del>	<del>Multi-Building 2 Front</del>
<del>Schedule H1</del>	<del>Multi-Building 2 Elevation Side</del>
<del>Schedule H2</del>	<del>Multi-Building 2 Rear</del>
<b>Schedule H-3</b>	<b>Multiple Unit Buildings, View 2</b>
<del>Schedule I</del>	<del>Standard Townhouse Elevation Plans Front</del>
<del>Schedule I1</del>	<del>Standard Townhouse Elevation Plans Side</del>
<del>Schedule I2</del>	<del>Standard Townhouse Elevations Plans Rear</del>
<del>Schedule J</del>	<del>Stacked Townhouse Elevations Plans Front</del>
<del>Schedule J1</del>	<del>Stacked Townhouse Elevation Plans Side</del>
<del>Schedule J2</del>	<del>Stacked Townhouse Elevation Plans Rear</del>

5. The Existing Agreement shall be amended by deleting the following Schedules:

~~Schedule B-1~~  
~~Schedule C-1~~  
~~Schedule D -1~~  
~~Schedule E-1A~~  
~~Schedule E1-1A~~  
~~Schedule F~~  
~~Schedule G1~~  
~~Schedule G2~~  
~~Schedule H~~  
~~Schedule H1~~  
~~Schedule H2~~  
~~Schedule I~~  
~~Schedule I1~~  
~~Schedule I2~~  
~~Schedule J~~  
~~Schedule J1~~  
~~Schedule J2~~

And inserting the following Schedules:

**Schedule A-1**    Legal Description of Additional Lands  
**Schedule B-2**    Layout (attached)  
**Schedule C-2**    Landscaping Plan (attached)  
**Schedule C-3**    Grading Plan (attached)  
**Schedule G-3**    Multiple Unit Buildings, View 1 (attached)  
**Schedule H-3**    Multiple Unit Buildings, View 2 (attached)

6. The Existing Agreement shall be amended by deleting all text references to the deleted schedules and replacing them with the following text references:
- Schedule A references shall be replaced with Schedule A and Schedule A-1;
  - Schedule B-1 references shall be replaced with Schedule B-2;
  - Schedule C-1 references shall be replaced with Schedules C-2 and Schedule C-3;
  - Schedules G, G-1 and G-2 references shall be replaced with Schedule G-3; and
  - Schedules H, H-1 and H-2 references shall be replaced with Schedule H-3.
7. Section 3.2 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

~~3.2.1 The Municipality shall not issue any Development Permit until Final Subdivision Approval has been granted in accordance with Schedule D.~~

**3.2.2A Prior to the issuance of a Development Permit, the developer shall provide the following to the Development Officer:**

**(a) Written confirmation from a Structural Engineer that all landscape areas designed to be installed upon any portion on any rooftop level of the building is able to support any required drainage or additional weight caused by the landscaped area.**

8. Clause 3.2.3 of the Existing Agreement shall be amended by deleting the text shown in strikeout and inserting the following text as shown in bold, as follows:

3.2.3 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer:

- (a) Written confirmation from a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) that the Development Office may accept as sufficient record ~~of~~ **that the design is in** compliance with the landscaping requirements set out in section 3.7 of this Agreement; and
- (b) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the lighting requirements set out in section 3.6 of this Agreement.

9. Clause 3.2.4 of the Existing Agreement shall be amended by inserting the following text as shown in bold, as follows:

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) **within the scope of the area seeking occupancy** and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

10. Section 3.3 of the Existing Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

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

- a) a multi-unit dwelling, shown as Building ~~4~~ **A** on Schedules ~~B B-2 and C-2 and C-3~~ with a maximum of ~~48~~ **300** dwelling units, not exceeding a height of ~~6~~ **7** storeys; and
  - ~~i) a minimum of 30 units of which will be two or three bedroom units;~~
- b) a multi-unit dwelling **including Shared Housing Use** ~~including or Shared Housing with Special Care or both~~, shown as Building ~~2~~ **B** on Schedules ~~B B-1 and C-2 and C-3~~ with a maximum of ~~70~~ **300** dwelling units, not exceeding a height of ~~7~~ **6** storeys;.
  - ~~ii) a minimum of 44 units of which will be two or three bedroom units;~~

- c) ~~4 stacked townhouse blocks totalling not more than 40 townhouse units, not exceeding a height of 3 storeys, as defined in section 2.2, and as shown on Schedules B and I to J.~~

**Buildings A and B shall be permitted retail and office uses up to a maximum of 15,000 square feet per building.**

- d) ~~1 standard townhouse block total not more than 4 townhouse units, not exceeding 3 storeys in height, as defined in section 2.2, and as shown on Schedules B and I to J.~~

**The existing standard townhouse block of 4 townhouse units, as shown on Schedule B-2.**

- 11. Section 3.4 of the Existing Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

3.4.2 The façades facing the ~~common driveway~~ **New Private Road as shown on Schedules B-2, C-2 and C-3** and the **landscaped** courtyard shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.

~~3.4.3 Exterior building materials shall be in accordance with the Schedules.~~

- 12. Section 3.5 of the Existing Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

3.5.1 A ~~total number of 205~~ **minimum of 500** parking spaces shall be provided. All required underground parking (~~140~~ **300** spaces) for the development shall be provided ~~as illustrated on Schedule F~~ **with 200 spaces in Building A and 100 spaces in Building B** and all required surface parking area (~~65~~ **minimum 200** spaces) shall be provided as illustrated on Schedule ~~B~~ **B-2**.

3.5.4 Exterior and interior bike parking shall be required and **exterior bike parking** located as shown on Schedules ~~C1, C3 and F~~ **C-2 and C-3**. **Interior bike parking shall be shown on drawings submitted at the time of permit application.**

- 13. Section 3.7 of the Existing Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

3.7.1 Landscaping of the property shall be as shown on Schedules ~~C to C3~~ **C-2 and C-3**. Fencing shall be required **and located** as shown on Schedules ~~C~~ **C-2 and C-3**.

3.7.2 All plant material shall conform to the ~~Canadian Nursery Trades Association Metric Guide Specifications and Standards~~ **Canadian Nursery Landscape Association's Canadian Nursery Stock Standard - Ninth Edition (2017)** and sodded areas to the Canadian Nursery Sod Growers' Specifications.

3.7.3 Notwithstanding Section 3.7.9, the Developer agrees to construct a 1.8 metre wide looped trail to Lake Loon as shown on Schedules ~~B and C to C3~~ **B-2 and C-2 and C-3**. The travel surface of the trail shall consist of crusher dust and shall be accompanied by shoulders comprised of bark mulch or another material deemed acceptable by the Municipality. The trail shall meet accessibility standards, in the opinion of the

Development Officer and Parkland Planner, and shall conform to a maximum grade of 8%. The location and design of the trail shall be approved by the Development Officer, in consultation with the Parkland Planner, prior to the issuance of a Development Permit, and the trail shall be constructed, as specified, prior to the issuance of an Occupancy Permit.

- 3.7.4 The Developer agrees to construct a fence as identified on Schedules ~~C to C3~~ **C-2 and C-3**. The fence shall be at least 6 feet in height and opaque.
- 3.7.5 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of Schedules ~~C to C3~~ **C-2 and C-3**, respectively. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with the Canadian Society of Landscape Architects) and comply with all provisions of this section.
- ~~3.7.6 The natural tree buffer running the length of the southern boundary at the rear of the townhouses shall be shown on the Landscape Plan and shall be retained. If it is not possible for this natural screen to be retained, then it shall be re-instated by plantings sufficient in height to provide screening from the adjacent property to the satisfaction of the Development Officer.~~
- 3.7.7 Prior to the issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all **completed** landscaping ~~has been completed according to~~ **is in accordance with** the terms of this Development Agreement.
- 3.7.9 The stand of existing mature trees and vegetation as identified on Schedule ~~B and C to C3~~ **B-2 and C-2 and C-3**, described ~~labelled~~ as a "Non-disturbance Area" **Preserve Forest** shall be retained. ~~The Landscaping Plan required pursuant to subsection 3.8.5 shall include a supplementary hazard abatement plan to address this intent. This plan shall be prepared by a qualified person and be subject to review and approval by the Development Officer on the advice of HRM's Urban Forester.~~
12. Section 3.9 of the Existing agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:
- 3.9.1 A maximum of ~~one~~ **two** ground signs shall be permitted at the entrances to the development to denote the community name. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05m) and the face area of the signs shall not exceed ~~50~~ **200** square feet (~~4.65~~ **18.6** sq. m.) **two-sided combined**. All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures.
13. Section 6.1 of the Existing Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:
- ~~(d) A reduction in townhouses may be permitted by converting stacked townhouses to standard townhouse buildings provided the building footprints as shown in Schedule B remain the same.~~ **Changes to landscaping requirements in Section 3.7 and the associated Schedules to this Agreement;**

**(f) Changes to architectural requirements that do not impact the massing of the building: and**

**(g) Changes to sign requirements.**

**14.** Section 7.3 of the Existing Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

7.3.1 In the event that development on the Lands has not commenced within ~~3~~ **two (2)** years from the date of registration of this **Second Amending** Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.3 For the purposes of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1., ~~if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.~~

**15.** Section 7.5 of the Existing Agreement shall be amended by deleting the text shown in strikeout and inserting the text shown in bold, as follows:

**7.5 Discharge of Agreement**

If the Developer fails to complete the development after ~~6~~ **five (5)** years from the date of registration of this **Second Amending** Agreement at the ~~Registry of Deeds or Land Registration Office in Halifax Council~~ 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.

**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: \_\_\_\_\_

Position/Title: \_\_\_\_\_

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, personally came and appeared \_\_\_\_\_, the 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, personally came and appeared \_\_\_\_\_, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that Mike Savage, Mayor and Iain MacLean, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia



# Schedule B-2: Layout Plan

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

fathom

Consultants

Client  
QUEST CAPITAL

Key Plan

SCALE: N.T.S.

Seal

Revisions  
NO. DATE

Project  
LAKE LOON DEVELOPMENT

MAIN STREET - HIGHWAY 7

Drawing Name

**SCHEDULE B-1  
LAYOUT PLAN**

Scale  
1:1250

Project number  
21-044

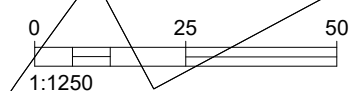
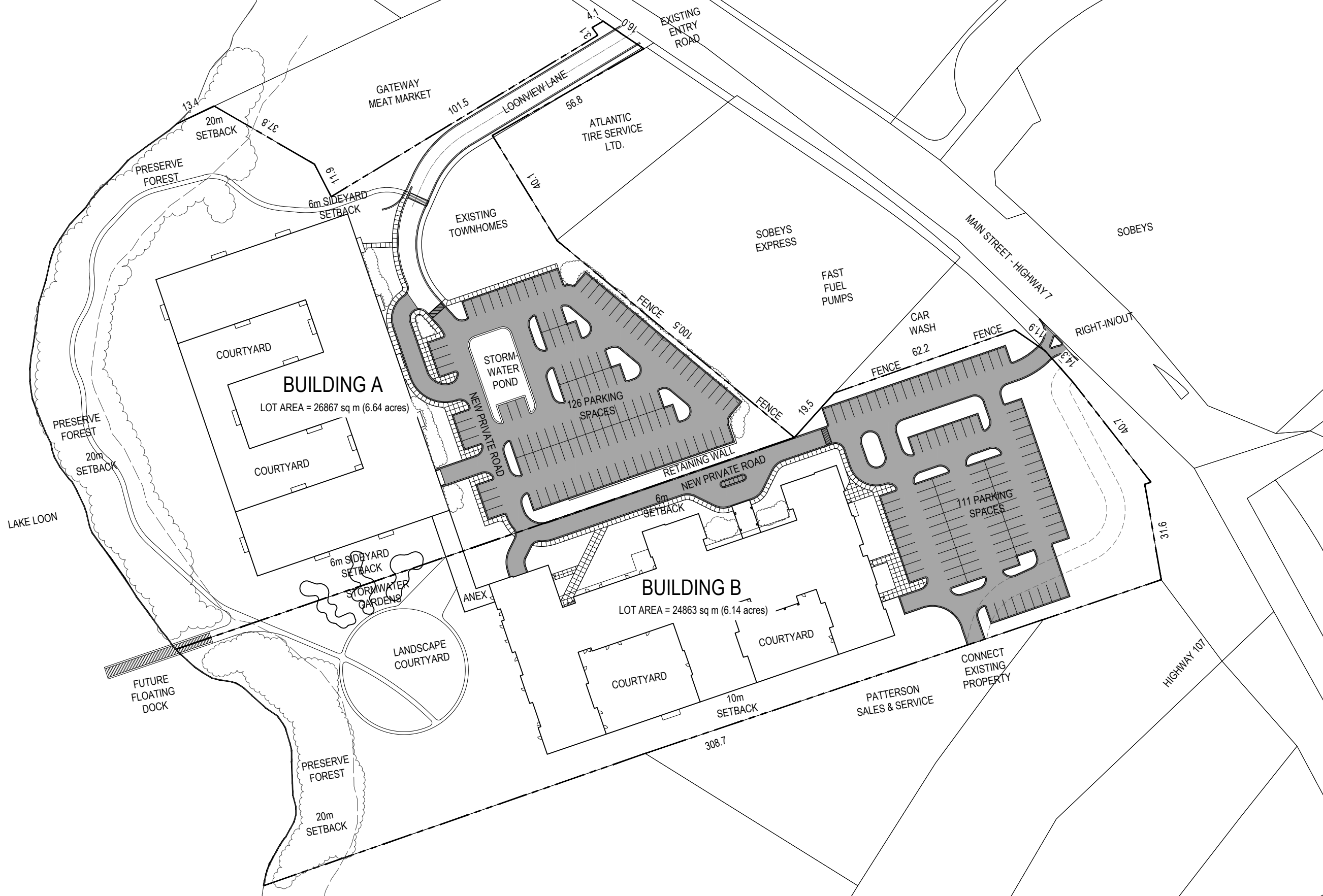
Drawn By  
DJH

Checked  
RTL

Approved  
RTL

Drawing Number

# L101





# Schedule C-2: Landscape Plan

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

fathom

Consultants

Client  
QUEST CAPITAL

Key Plan

SCALE: N.T.S.

Seal

Revisions

NO.

DATE

Project  
LAKE LOON DEVELOPMENT

MAIN STREET - HIGHWAY 7

Drawing Name

SCHEDULE C-4  
LANDSCAPE PLAN

Scale  
1:1250

Project number  
21-044

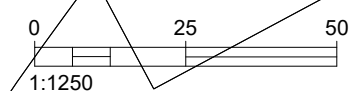
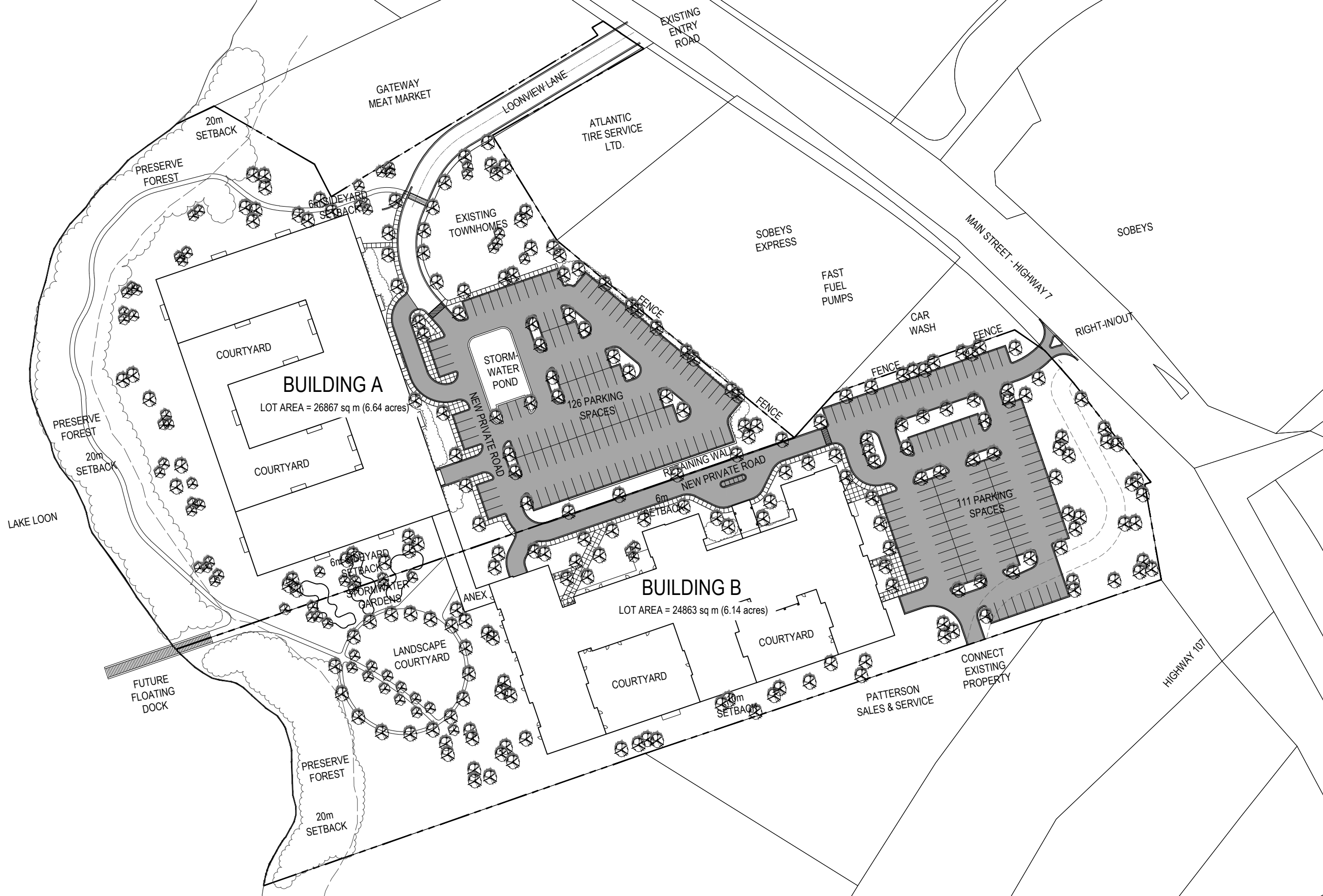
Drawn By  
DJH

Checked  
RTL

Approved  
RTL

Drawing Number

# L103





# Schedule C-3: Grading Plan

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

fathom

Consultants

Client  
QUEST CAPITAL

Key Plan

SCALE: N.T.S.

Seal

Revisions

NO.

DATE

Project  
LAKE LOON DEVELOPMENT

MAIN STREET - HIGHWAY 7

Drawing Name

SCHEDULE C-5  
GRADING PLAN

Scale  
1:1250

Project number  
21-044

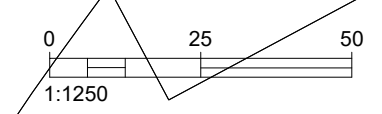
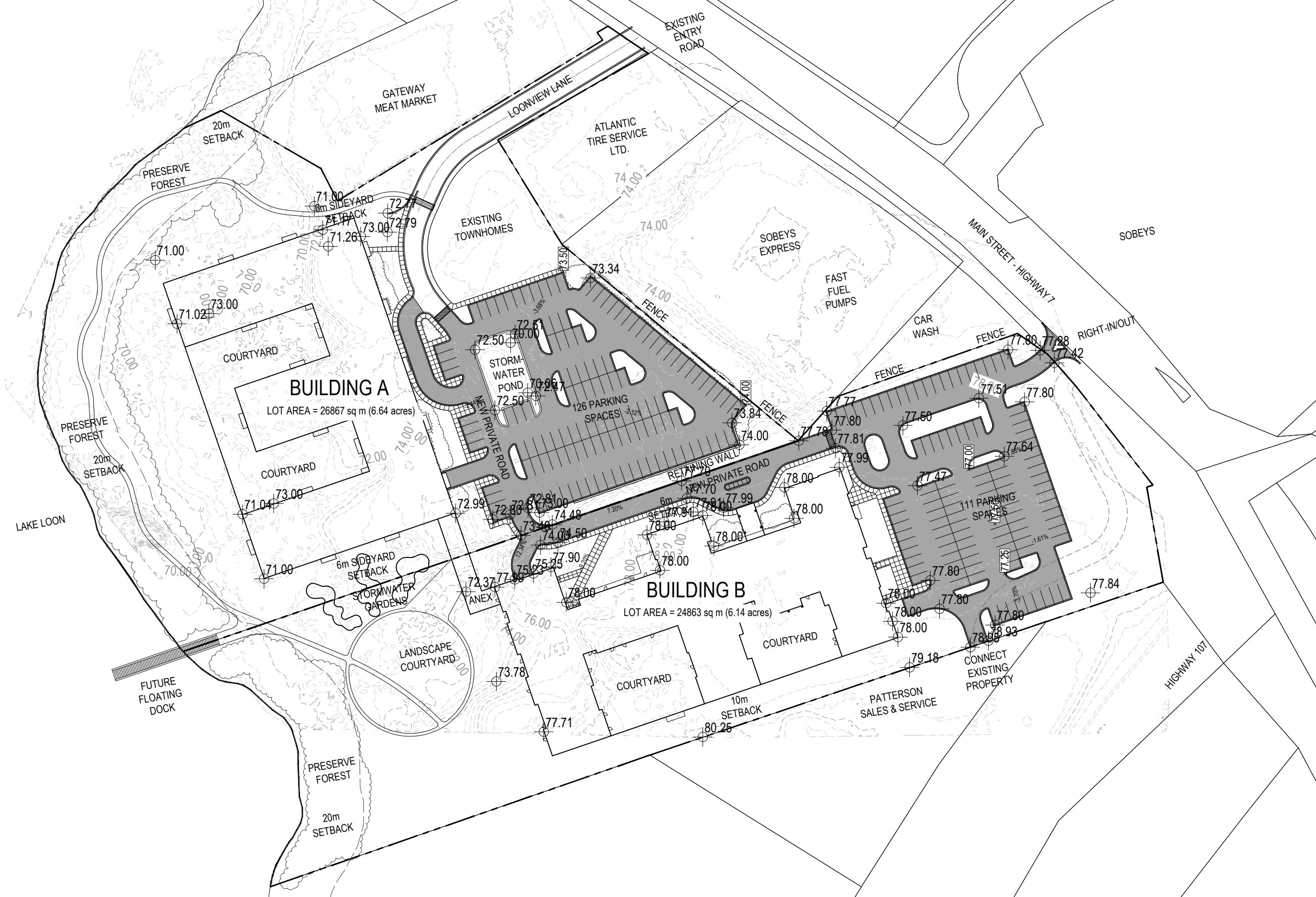
Drawn By  
DJH

Checked  
RTL

Approved  
RTL

Drawing Number

# L102





**Schedule G-3: Multiple Unit Buildings, View 1**



**Schedule H-3: Multiple Unit Buildings, View 2**

**Attachment B: Review of Relevant MPS Policies**

Policy Provision	Staff Comment
<p><b>Halifax Regional Municipality Municipal Planning Strategy</b></p>	
<p><b>Policy S-9</b>            HRM shall prepare secondary planning strategies for the centres outlined in Tables 3-1 and 3-2 and generally illustrated on Map 1 with consideration given to:</p> <ul style="list-style-type: none"> <li>a) the objectives presented in section 3.1 and the general characteristics presented in Tables 3-1 and 3-2;</li> <li>b) the specific boundaries, population targets and detailed design policies related to the layout of the centres, range of permitted uses and criteria for conversion of uses, allowable development densities and mechanisms for implementation;</li> <li>c) the recommendations of any plans and studies identified by this Plan that have been accepted or endorsed by Regional Council; and</li> <li>d) any other relevant objectives and policies of this Plan.</li> </ul>	<p>Westphal is named as an Urban Local Growth Centre under Table 3-1 of Policy S-9 of the Regional Plan.</p>
<p><b>Municipal Planning Strategy for Cole Harbour - Westphal</b></p>	
<p><b>Policy HC-10</b>            Notwithstanding Policy HC-2, it shall be the intention of Council to consider mixed residential development on lands in the Highway Commercial Designation as identified on "Schedule A - Mixed Residential Development in Highway Commercial Designation" of the Cole Harbour/Westphal Municipal Planning Strategy. Council may consider residential development on lands identified on Schedule A in accordance with the development agreement provisions in the <i>Halifax Regional Municipality Charter</i>. In considering such agreements, Council shall have regard to the following:</p>	<p>The subject lands are identified on Schedule A of Cole Harbour-Westphal Municipal Planning Strategy (MPS) and were therefore able to be considered for residential development by Council. A development agreement was approved on the subject lands by Council December 4, 2014.            The preamble to Policy HC-10 establishing the context</p>

<p>(a) exterior design, height, bulk and scale of the new residential development;</p>	<p>Bird's eye view representations showing the proposed buildings in the local context have been submitted. The proposed development agreement requires that elevations and plans will be prepared at time of permitting.</p> <p>The proposed buildings retain the previously approved six (6) and seven (7) storey heights but will be larger scale buildings with increased footprint areas and greater bulk. The exterior design shows flat roofed buildings; the seven storey one with an "E" shaped footprint and the six storey one with a back-to-back "ΞE" shaped footprint that step one storey from the protruding arms of the "E" forms to the main roof. The lower roofs of the protruding arms of the "E" each have planted rooftop gardens. This, the use of glass and recessed balconies articulates the surface of the building and visually reduces the perceived bulk.</p> <p>In an area without one strong character greater flexibility in responding to existing character is proposed in order to achieve higher densities within the area. However, the development will display an acceptable approach to character and will contribute to a gradual change in character in this area.</p>
<p>(b) compatibility with adjacent residential development relative to building heights, lot coverage, dwelling unit density, unit type and mix;</p>	<p>The closest residential building is about 160 m distant, across Highway 7, behind Sobeys grocery store. This development is low density suburban residential of mostly low-rise singles with some apartments. Highway 7 is an edge to that community and has a different form and character than the immediate area, which is largely a mix of highway commercial uses. The proposed buildings will be taller than what surrounds them but will feature stepped height, stepped footprints, articulated surfaces, human scale details and voids/protrusions to visually mitigate the bulk and scale and relate to immediate context and that of the wider urban fabric. Lot coverage for the proposed buildings is about 20% each as compared to 50% for surrounding highway commercial development</p>



	<p>built under the provisions of the Cole Harbour-Westphal Land Use By-law.</p>
<p>(c) measures to integrate and buffer the use relative to surrounding commercial land uses. Buffering shall refer to measures taken to mitigate impact from adjacent uses, such as the retention of existing vegetation, and the installation of suitable screening features such as vegetation and/or fencing;</p>	<p>Trees and landscaping are proposed around property edges with trees and opaque fence to be located along the shared property bounds with the Crombie lands and the car wash business. Buildings A and B are located at the rear of the parcel away from the street and nearby commercial buildings creating space away from commercial street to provide a buffer. The existing Loonview Lane also acts as a buffer in association with other horizontal separation distance.</p>
<p>(d) measures to minimize disruption of the existing terrain, vegetation, and watercourses;</p>	<p>The layout plan attached to the agreement shows only a pedestrian trail and access to a small launch dock located within the required 20 m watercourse setback. No further landscaping is proposed within this setback as any stormwater management facilities are located beyond the 20m preservation area created by the lake buffer. Areas of existing vegetation contiguous to the required buffer will be captured as part of the buffer and existing terrain will be maintained in these areas.</p>
<p>(e) the impact of the proposed use on traffic volume and the local road network, as well as traffic circulation in general, sighting distances and entrance to and exit from the site;</p>	<p>The Traffic Impact Study (TIS) submitted in support of this application has been reviewed by Development Engineering and by Nova Scotia Public Works (NSPW). Following approval of the TIS by NSPW HRM Development Engineering accepted the TIS. The addition of lands at 613 Highway to the subject site aided in the resolution of some past traffic issues by providing a second ingress/egress.</p>

<p>(f) pedestrian access from the proposed development to the street network;</p>	<p>There is a trail network proposed through the site from Loonview Lane culminating in a landscape feature in front of Building B.</p>
<p>(g) environmental protection measures and erosion and sedimentation control mechanisms including the implementation of an effective storm water management plan;</p>	<p>Lot grading plan, erosion and sedimentation control plan, and stormwater management plan will be provided at permit application stage.</p>
<p>(h) minimizing vehicular access to Lake Loon; and, the provisions of Policy IM-11.</p>	<p>Lake Loon waterfront will be protected by 20m watercourse setbacks. Driveways proposed away from the Lake.</p>
<p><b>Policy IM-11</b>  In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, Cole Harbour/Westphal Community Council shall have appropriate regard to the following matters:</p>	
<p>(a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;</p>	<p>The proposal conforms to the Cole Harbour-Westphal MPS and all other requirements of municipal by-laws and regulations.</p>
<p>(b) that the proposal is not premature or inappropriate by reason of:</p> <ul style="list-style-type: none"> <li>(i) the financial capability of the Municipality to absorb any costs relating to the development;</li> <li>(ii) the adequacy of sewer and water services;</li> <li>(iii) the adequacy or proximity of school, recreation and other community facilities;</li> <li>(iv) the adequacy of road networks leading or adjacent to or within the development; and</li> <li>(v) the potential for damage to or destruction of designated historic buildings and sites.</li> </ul>	<ul style="list-style-type: none"> <li>i) no HRM costs to proposal;</li> <li>ii) HW noted adequate sewer and water; also subject to review at Permit application;</li> <li>iii) nearest community centre would be Cole Harbour Place, which has a library, pool, rink and community space. Also provides outdoor park use around Cole Harbour Place.  Schools:  Humber Park Elementary-- utilization 67%  Graham Creighton Junior High School-- utilization 56%  Auburn Drive High School-- utilization 61%;</li> <li>iv) road networks leading or adjacent to development had no issues;</li> <li>v) n. a.</li> </ul>

<p>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p> <ul style="list-style-type: none"> <li>(i) type of use;</li> <li>(ii) height, bulk and lot coverage of any proposed building;</li> <li>(iii) traffic generation, access to and egress from the site, and parking;</li> <li>(iv) open storage;</li> <li>(v) signs; and</li> <li>(vi) any other relevant matter of planning concern.</li> </ul>	<p>These controls will be addressed under the conditions of the proposed development agreement.</p>
<p>(d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding; and</p>	<p>Site appears to be suitable for development in terms of listed conditions.</p>
<p>(e) any other relevant matter of planning concern</p>	<p>n. a.</p>
<p>(f) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges-Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS.</p>	<p>n. a.</p>